

1 COST OF CREDIT

The pre-agreement statement and quotation/cost of credit section attached hereto as Part A sets out the information relating to the total cost of the Credit Facility.

2 DEFINITIONS

Accountholder, you or your means the person described as the accountholder in Part A;

Additional Cardholder means the person to whom an additional card, which is linked to the Card Account, is issued at your request;

Agreement means the pre-agreement statement and quotation/cost of credit section (Part A) of this agreement, attached to and read together with these terms and conditions (Part B), the Standard Bank general terms and conditions and all letters and notices relating to same;

ATM means an automated teller machine;

Bank, we, us, our, or Standard Bank means The Standard Bank of South Africa Limited (Registration number 1962/000738/06) acting through its Personal and Business Banking Division, a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa, and/or its successors in title or assigns;

Budget Facility means the portion of the Credit Facility used by you for purchases costing more than R200 (two hundred rand) and repayable over a period of 6 (six) to 60 (sixty) months;

Business Days mean any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;

Card means the relevant commercial credit card including any additional cards that we issue to the Cardholder(s) at your request;

Card Account means the credit card account opened in our books in respect of this Agreement;

Cardholder means the person to whom a Card has been issued at your request; in this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate;

Collateral means any security or undertaking provided to us to secure the repayment of your Credit Facility in terms of this Agreement;

Collateral Providers means each person and/or entity who is to provide Collateral to the Bank in respect of the due performance by you of your payment and other obligations in terms of this Agreement and **Collateral Providers** means any one of them as the context may indicate;

Collection Costs means the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;

Common Monetary Area means South Africa, Swaziland, Lesotho and Namibia;

Companies Act means the Companies Act 71 of 2008;

Constitutional Documents means - in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation, the memorandum of incorporation and/or registration certificate, as the case may be; or in the case of a close corporation, the founding statement; or in the case of a trust, the trust deed and letters of authority; or in the case of a partnership, the partnership agreement, if any;

CPA means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;

Credit Facility means the credit which is made available to you in terms of this Agreement, and may include a Budget Facility and/or a Straight Facility;

Credit Limit means the amount of the facility that is available for use by you in terms of this Agreement;

Credit Record means your payment profile (your credit history) including adverse information on a credit profile held by a credit bureau;

Default Administration Charges means charges which you must pay if you default in any payment obligation under this Agreement;

FAIS Act means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;

FICA means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;

Guarantor(s) means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;

Group means Standard Bank Group Limited, its subsidiaries and their subsidiaries;

Initiation Fee means the fee (inclusive of VAT) in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;

Juristic Person does not include a private individual, and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are Natural Persons;

Margin means the interest charged by us above or below the Prime Interest Rate;

Merchant means a supplier of goods and services, and includes an ATM owner;

Minimum Repayment means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement;

Natural Person means a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;

NCA means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;

Parties means you and us and **Party** means any one of us as the context may indicate;

Personal Information means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

PIN means a confidential personal identification number used for operating on your Card Account including a customer selected PIN (CSP);

Prime Interest Rate means the publicly quoted variable base rate of interest per year ruling from time to time (as certified by any of our managers whose authority, appointment and designation need not be proved) at which the Bank lends and such certification shall be binding on the parties absent manifest error;

Principal Debt means the total amount owing to us at any time in terms of this Agreement, as reflected in Part A of this Agreement, being the amount deferred in terms of this Agreement;

Process means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; Processing and Processed will have a similar meaning;

Repayment/s means payment/s made, or to be made by you to us and

Repayment Authorisation means the method by which you make the Repayments that are reflected in your monthly Statement and includes a debit order;

Repayment Due Date means the due date for payment of amounts due and payable as advised by us;

Sanctioned means listed on all or any one of the Sanction Lists and/or subject to any Sanctions;

Sanction List means the Specially Designated Nationals and

Blocked Persons List of the Office of Foreign Assets Control of the Department of Treasury of the United States of America and/or the United Nations Security Council list of persons or entities suspected to be involved in terrorist related activities or the funding thereof and/or any other list of Her Majesty's Treasury of the United Kingdom and/or the European Union's Common Foreign and Security Policy;

Service Fee means the fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining this Credit Facility which forms part of the Principal Debt;

Settlement Date means the date on which all amounts due and payable to us are paid;

Settlement Value means the full amount owing to us under this Agreement together with any unpaid interest and all other legally permissible costs, fees and charges as at the Settlement Date;

Statement means a document reflecting the Transactions made on your Card Account up to the date of the statement, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Repayment Due Date;

Statement Date means the date on which a Statement is created and printed;

Straight Facility means that portion of the Credit Facility used by you as a revolving Credit Facility, which is not a Budget Facility;

Surety(ies) means a person who undertakes to pay, in full or in part, the amount owing in terms of this Agreement in the event of default by you;

Transaction includes any transaction debited against your Card Account for transactions concluded with a Card, card number and/or PIN to pay for any goods or services or to withdraw cash or to transact using an electronic device;

Transaction Fees means the fees which we may charge for providing banking and other financial services to you;

Tribunal means the National Consumer Tribunal established by section 26 of the NCA; and

VAT means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.

3 INTERPRETATION

3.1 **Words defined, will (for consistency) begin with a capital letter.**

3.2 Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day.

3.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.

3.4 The singular includes the plural and vice versa and any gender includes the other gender.

3.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.

3.6 If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.

3.7 All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.

3.8 **Important clauses which may limit our responsibility or involve some risk for you, will be in bold.**

4 GRANT OF A CREDIT FACILITY

4.1 You have accepted the Credit Facility as set out in Part A, which upon acceptance forms part of this Agreement.

4.2 The Cardholder(s) will be issued with a Card at your request.

4.3 Additional Cards to other Cardholder/s will be issued at your request.

4.4 The use of all Cards is subject to the terms and conditions contained in this Agreement.

4.5 We will be able to commence with our services as agreed, once we have approved your application, and any further conditions imposed by law have been complied with.

4.6 You may accept delivery of the Card/s at your branch or at your chosen address, at a time to be agreed on between you and us.

5 PRINCIPAL DEBT

5.1 Every Transaction concluded with the Card (including any additional Cards linked to your Card Account) and any transfer

of an amount from the Card Account will form part of the Principal Debt on which interest will be levied.

5.2 The issue of additional Cards will not affect the Credit Limit we allow on the Card Account.

5.3 All amounts debited to the Card Account in terms of the Credit Facility granted to you, together with interest thereon, are repayable by you in the manner set out in this Agreement.

6 COLLATERAL

6.1 The Collateral, as detailed in the "Collateral" clause of Part A, is governed by the specific conditions applicable to each item. We have the right to ask you to provide us with additional Collateral, within a reasonable period of time after our written request, to secure repayment of the Credit Facility if the value of any Collateral held by us to secure your obligations in terms of this Agreement is no longer adequate or in our reasonable opinion, your conduct on the Card Account increases our risk under the Credit Facility or any other amount owing to us in terms of any other agreement.

6.2 The Collateral may be realised in part or in full:

6.2.1 if you give written notice to us to terminate this Agreement and request that we sell (realise) any Collateral held by us for your obligations in terms of this Agreement. We may realise the Collateral and credit your Card Account with the proceeds from the realisation of the Collateral; and/or

6.2.2 if you are in default in terms of this Agreement and we withdraw your rights in terms of this Agreement in accordance with the "Default" clause in this Part B; and/or

6.2.3 where a court has issued an attachment order in our favour.

6.3 If the proceeds realised exceed the amount owing by you, the excess will be paid to you, or to any Surety/Guarantor, whose supporting Collateral has been realised and has resulted in the receipt of excess funds.

6.4 Any Collateral required by us in respect of the Credit Facility will not affect any other collateral that we may already hold or any rights that we may have in terms of this Agreement.

7 VALIDITY OF THE CARD

7.1 The Cardholder must sign his/her Card in ink on the reverse side of the Card as soon as he has received it. An unsigned Card may not be used.

7.2 Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.

7.3 Each Card has an expiry date and is valid until the last day of the month shown. A new Card will be issued unless your Credit Facility has been terminated or suspended or the Card Account has been closed.

8 USING THE CARD

8.1 The Cardholder may use the Card to pay for goods and services at Merchants who accept the Card.

8.2 When paying, the Cardholder must sign a Transaction slip if the Merchant requires. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering via mail, telephone or the internet.

8.3 You have the option to have separate PINs allocated to different Cards which operate on your Card Account. A PIN will allow the Cardholder to use self-service banking facilities.

8.4 The Card is not to be used to facilitate any payments for lotteries organised outside the Republic of South Africa or for purposes of any gambling accessed through the internet (more particularly as contemplated in the National Gambling Act 7 of 2004 and the Lotteries Act 57 of 1997).

8.5 **We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.**

8.6 **If a person, other than the Cardholder, uses the PIN allocated to their Card you will be liable for all such Transactions on that Card.**

8.7 The Card Account has a Credit Limit and it may not be exceeded. Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable by you, which results in the Credit Limit being exceeded, will be treated as a request by you for a temporary increase of your Credit Limit. You will be liable for payment of the full amount by which your Credit Limit is exceeded, together with your Minimum Repayment, both of which will be repayable on the Repayment Due Date shown on your next Statement.

- 8.8 You must advise the Cardholder(s) that - they must notify us if they or any Additional Cardholder intend using their Card outside the Common Monetary Area (except for the ZS card (also known as aviation card) which may not be used outside the Common Monetary Area). It is their responsibility to familiarise themselves with applicable exchange control rulings and regulations when they use their Card outside the Common Monetary Area and to ensure that they fully comply with these rulings and regulations. These rulings can be found on the South African Reserve Bank website at <http://www.reservebank.co.za>. We are obliged to report all Transactions that occur outside the Common Monetary Area to the South African Reserve Bank;
- 8.9 You may use the Card to effect foreign exchange payments for transactions equal to or below R50,000 (fifty thousand rand) per Transaction. It is your responsibility to comply with all applicable customs requirements including paying any ad valorem and custom duties applicable to any foreign exchange transaction that you make using the Card.
- 8.10 The Cardholder may not use the Card(s) to directly or indirectly benefit any party against whom sanctions have been established by a sanctioning body.
- 8.11 Cash withdrawals will only be permitted on prior consent of the Bank provided you have provided the Bank with a written request on your letterhead. The Bank will not be held liable for any transactions or loss suffered by you for performing cash withdrawals without the Bank's prior written consent.
- 8.12 **It is the responsibility of the Cardholder to ensure that his Card is used only for lawful Transactions. Subject to clause 9 below, you will be liable for payment of all Transactions, including where the Card or additional Card which is linked to your Card Account has been used for unlawful Transactions.**
- 8.13 You must set daily and monthly limits for electronic banking Transactions if a Cardholder has a PIN allocated to their Card. Limits for ATM withdrawals apply to the Republic of South Africa only.
- 9 UNAUTHORISED USE OF THE CARD AND PIN**
- 9.1 You and/or the Cardholder must notify us immediately if the Cardholder realises that they have lost their Card, or it has been stolen, or their PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so. To report a lost or stolen or damaged Card or a compromised PIN, please contact **0800 020 6000** locally or on **+27 10 824 1515** internationally.
- 9.2 **If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all cash drawn and payments made with the Card before we stop it. You will be liable for any Transactions if the Cardholder's signature appears on the voucher, Transaction slip, sales slip or similar record proving use of the Card; or we have evidence to establish that the Cardholder authorised or was responsible for the particular use of the Card.**
- 10 AUTHORITY TO DEBIT YOUR CARD ACCOUNT**
- 10.1 **All Transaction Fees will be charged at the time of the Transaction while all other costs, fees and charges in respect of this Agreement will be debited to your Card Account on the Statement Date.**
- 10.2 **You will remain liable for any amount owing until your Card Account is credited.**
- 11 STATEMENTS**
- 11.1 We will provide you and, if applicable, the Cardholder, with monthly Statements on your Card Account.
- 11.2 You, or any Cardholder, may dispute (i.e. query) all or part of the Statement delivered to you, or the Cardholder, by sending us written notice of your query within 30 (thirty) days of your Statement Date.
- 11.3 You and/or the Cardholder should contact us at any of our branches or our Customer Contact Centre on the telephone number provided above if a monthly Statement is not received or if any additional Statements are required. Failure to receive a monthly Statement will not entitle you, to refuse or fail to pay any amount that is due to us.
- 11.4 Subject to the provisions of clause 25.4 a debit to your Card Account takes effect on the date on which the Cardholder incurred the debit and a credit to your Card Account takes effect on the date that you make payment to us, or you otherwise earn the right to have the Card Account credited.
- 11.5 We may subsequently (i.e. later) adjust debits or credits to your Card Account and Card Account balances so as to accurately reflect both your and our legal obligations.
- 12 PAYMENTS**
- 12.1 **You must pay all Repayments on or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us.**
- 12.2 You must pay the Bank at least the Minimum Repayment amount as indicated on your Statement on the Repayment Due Date.
- 12.3 Where you have elected the full payment option in your application to the Bank for this Credit Facility the full outstanding balance must be paid on or before the Repayment Due Date. If you cannot pay the full outstanding balance on or before the Repayment Due Date, You must pay the Bank at least the Minimum Repayment amount as indicated on your Statement.
- 12.4 We may charge and recover the following fees in respect of the Credit Facility as set out in Part A, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible:-
- 12.4.1 If applicable, if you have indicated that you will pay the Initiation Fee in cash and you fail to pay such fee or any part thereof on the date on which you sign this Agreement, you agree that we may debit the unpaid Initiation Fee, to the Card Account as part of the Principal Debt; or not pay the Initiation Fee separately, this fee will be charged on the first Statement and debited to the Card Account on acceptance of this Agreement by you.
- 12.4.2 If applicable, the Service Fee referred to in Part A will be debited to the Card Account.
- 12.5 We will notify you in the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this Agreement.
- 12.6 **You have the right at any time to pay in advance any amounts owed to us without notice or penalty, irrespective (i.e. no matter) of whether or not the amounts are due. When making this payment, you must advise us if it is intended to reduce your liability to us under your Budget Facility. Should no such notice be received, all advance payments will first be allocated to your liability to us under your Straight Facility.**
- 12.7 Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, and, debit orders) you will not be able to draw against such deposits until they have been duly and legally paid, even if your Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit and any associated interest.
- 12.8 **We may provide you with a Budget Facility linked to your Card Account that allows you to repay certain large purchases over an extended period. Repayments on your Budget Facility will be in monthly payments that include interest and will be added to the amount due on your Straight Facility. The whole balance will become due and payable immediately if you fail to pay one payment by the Repayment Due Date.**
- 12.9 You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing, by you to us arising from the Credit Facility in terms of this Agreement.
- 13 INTEREST**
- 13.1 The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate by a Margin related to our Prime Interest Rate that is determined by us and has been disclosed in Part A. The interest rate applicable to this Agreement may change if the Prime Interest Rate fluctuates, provided that the new rate does not exceed any legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.
- 13.2 If your Card Account has an interest-free period and where you have elected the full payment option in your application to the Bank for this Credit Facility, if you pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement, no interest will be charged on your Card Account except for the Transactions listed in clause 13.3.2 below where interest will be charged from the date of Transaction.
- 13.3 Interest will be payable -
- 13.3.1 if, with reference to the Minimum Repayments you do not pay the full amount due on your Card Account, on or before the Repayment Due Date as shown on the monthly Statement; and
- 13.3.2 on the amount of each cash advance (for example, cash withdrawals, travellers cheques, foreign exchange, casino chips,

- fuel purchases where credit cards are accepted and any electronic Card Account purchases or transfers) if the cash advance results in a debit balance on your Card Account.
- 13.4 Interest is calculated from the date of the cash advance until the amount is repaid in full.
- 13.5 The interest payable by you is calculated on the outstanding balance on a daily basis, 365-days a year, irrespective of whether the relevant year is a leap year and charged monthly in arrears and is due and payable on the Repayment Due Date and debited to your Card Account.
- 13.6 We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.
- 13.7 We may charge and recover from you interest on and in respect of any unpaid interest, costs, fees and charges referred to in this Agreement, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.
- 13.8 If the Prime Interest Rate or the maximum permissible NCA interest rate increases or decreases, the rate of interest payable by you will also decrease or increase provided that this new rate does not exceed the legal maximum permissible rate.
- 13.9 We shall in such event have the right to increase or reduce the Repayments, as the case may be, to such an amount as the Bank determines, to ensure that your indebtedness to the Bank is repaid within the same period.
- 14 TERMINATION OF THIS AGREEMENT BY YOU**
- 14.1 You may terminate this Agreement at any time with or without advance notice to us, by settling the total outstanding amount due to us. The amount required to settle this Agreement will be the Settlement Value in terms of this Agreement up to and including the Settlement Date
- 14.2 If you would like a Statement of the Settlement Value in respect of your Credit Facility, we will provide such Statement, in writing, within 5 (five) Business Days of your request to do so.
- 14.3 The Statement reflected in clause 14.2 above will only be binding for the date stated and will not include any Transactions effected or processed on or after this date for which you will also be liable. Any Transactions effected or processed on or after settlement of the Card Account will still be your responsibility.
- 15 CANCELLATION OF THE CARD**
- 15.1 The Card will always remain the property of the Bank, and without the Bank losing any right to any claim which it may have against you, the Bank has the right to –suspend the Card at any time if you are in default under the Agreement; or demand the return of the Card, cancel or repeal the Card in the event that the Credit Facility is closed.
- 15.2 The Bank may –suspend the Credit Facility at any time if you are in default of this Agreement; or close the Credit Facility by giving written notice to you at least 10 (ten) Business Days before the Credit Facility will be closed.
- 15.3 As soon as the Credit Facility is closed, you must destroy all the Card/s immediately by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card.
- 15.4 **A Card that is not destroyed correctly may still be used. If a Card is used after the Credit Facility has been closed, you will be liable and be held responsible for the Transactions.**
- 16 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 16.1 You warrant and represent to us on the date on which you sign this Agreement for the duration of this Agreement that –
- 16.1.1 since application to the Bank for the Credit Facility referred to in Part A:
- 16.1.1.1 there has been no deterioration in your financial position;
- 16.1.1.2 you have not applied for or taken up additional credit;
- 16.1.1.3 you are not under debt counselling or subject to debt review, nor have you applied for debt review;
- 16.1.1.4 you are not subject to business rescue, nor have you applied for business rescue;
- 16.1.1.5 you are not subject to any administration order referred to in section 74(1) of the Magistrate's Court Act 32 of 1944 or any business rescue order; and
- 16.1.1.6 you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936;
- 16.1.2 you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 16.1.3 the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other agreement or undertaking or act that is binding on you;
- 16.1.4 **all information that you provided to us in connection with the granting of this Credit Facility is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to make this Credit Facility available to you;**
- 16.1.5 if applicable, you and any Collateral Provider, have advised us if there are any requirements in your/their Constitutional Documents which amend any alterable provisions of the Companies Act particularly relating to your borrowing powers, and if applicable your/their power to provide Collateral, and that you/they have taken all necessary steps, fulfilled all formalities and obtained all approvals required by your/their Constitutional Documents as well as the Companies Act;
- 16.1.6 you are not in default in respect of any of your material obligations in connection with the Credit Facility and no default as specified in the "Default" clause in this Part B has occurred or is occurring.
- 16.1.7 you will at all times comply with all formalities required in terms of your Constitutional Documents as well as all legislation applicable to this Agreement and to your business activities, including, where applicable:-
- 16.1.7.1 delivering, on time to the Companies and Intellectual Property Commission, signed versions of your annual financial returns together with payment of yearly fees, in respect of each financial year, in accordance with the provisions of the Companies Act or any other applicable laws;
- 16.1.7.2 anti-money laundering regulations and regulations to and combat the financing of terrorism; and
- 16.1.7.3 you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement.
- 16.2 You must –tell us immediately if you are placed under an administration order, business rescue or under debt review, become insolvent, or have any form of legal disability, or of any significant spillage, strike/protest, suspension or revoking of license, or other event affecting your environmental and social responsibility. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 16.3 **To the maximum extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.**
- 17 CREDIT LIMIT INCREASES**
- 17.1 The Bank may increase the Credit Limit under this Agreement only –temporarily as referred to in clause 17.2; or by agreement with you, subject to clause 17.3; or in response to a written or oral request initiated by you at any time; or with the written consent provided by you in response to a written proposal by us which may be delivered at any time; or unilaterally in accordance with, and subject to the limitations set out in this clause 17.
- 17.2 An increase in the Credit Facility shall be temporary if: - we honour (pay) a payment instrument or instruction issued by you despite the fact that it exceeds the Credit Limit of this Agreement; or we agree to increase the Credit Limit in response to a request from you in order to accommodate a particular Transaction on condition that the preceding Credit Limit will again apply within a specified period or after a specified occurrence has taken place.
- 17.3 Before increasing the Credit Limit in terms of clause 17.1, we will complete a fresh assessment of your ability to meet the obligations that could arise under that increased facility as required by the NCA.
- 17.4 If you at the time of applying for this Credit Facility or at any later time have in writing specifically requested the option of having the Credit Limit automatically increased from time to time, we may unilaterally increase the Credit Limit under this Agreement –once during each year as measured from the later of the date on which the Credit Limit under this Agreement was established; or the date on which the Credit Limit was most recently altered in accordance with clause 17.1; and by an amount not exceeding the lesser of the average monthly purchases or cash advances charged to the Card Account; or the average monthly payments made by you during the 12 (twelve) months immediately preceding the date on which the Credit Limit is increased.

- 17.5 For the purposes of clause 17.4, a specific request does not include an oral request or assent by you; or a standard provision of an agreement the whole of which is accepted by you, but does include a written request in any form or authored and signed by you and delivered to the Bank at any time; or a standard form option provided by us and presented for consideration by you alongside the alternative of having Credit Limits increased only as contemplated in this clause 17 and agreed to by being initialled or signed by you.
- 17.6 If when increasing the Credit Limit, the Bank alters any other term of this Agreement, the Bank must comply with the applicable provisions of the NCA.
- 18 COSTS FEES AND CHARGES**
- 18.1 We may charge and recover any of the following fees if applicable, in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount:-an Initiation Fee, a Service Fee, Default Administration Charges and Collection Costs.
- 18.2 Unless stated otherwise, the costs, fees and charges referred to in this clause 18 are inclusive of VAT. All costs, fees and charges in respect of this Agreement will be debited to the Card Account.
- 18.3 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days setting out the particulars of the change.
- 18.4 If we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase, no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount and the new fee..
- 18.5 You must pay to us all applicable costs, fees and charges set out in this clause 18, together with the Principal Debt and interest on the Principal Debt, as set out in this Agreement.
- 18.6 The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, and interest, where applicable, as well as Default Administration Charges and Collection Costs referred to below which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs. If the Card is used for cross-border international Transactions, you will be required to pay a currency conversion fee.
- 19 LEGAL COSTS AND CHARGES**
- 19.1 Default administration charges**
- 19.1.1 If you default in any obligation under this Agreement, we will charge you Default Administration Charges in respect of each letter sent to you. Default Administration Charges will be equal to the amount payable in respect of a registered letter or demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrate's Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 19.1.2 If you are in default under this Agreement we may draw such default to your attention in writing and suggest that you refer this Agreement to a - debt counsellor (if you are a Natural Person); or a dispute resolution agent; or the consumer court; or ombud with jurisdiction. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.
- 19.2 Collection Costs**
- 19.2.1 We will charge you Collection Costs incurred by us in collecting any amount due and/or payable in terms of this Agreement.
- 19.2.2 Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.
- 20 INFORMATION SHARING**
- 20.1 By entering into this Agreement; you acknowledge and agree that we may provide any registered credit bureau with- details provided by you in your application for credit and this Agreement; and/or details of the conduct on your Card Account; and/or details of any adverse information as defined in the NCA. (in respect of such adverse information, we will give you at least 20 (twenty) Business Days notice of our intention to provide the credit bureau with this information); and/or details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 20.2 Based on their records, the credit bureau may provide a Credit Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your Credit Record with it disclosed and to request the correction of inaccurate information.
- 20.3 We may provide details to the South African Fraud Prevention Services (SAFPS) of any conduct on your Card Account that gives us reasonable cause to suspect that the Card Account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 20.4 At the request of any Surety/Guarantor for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Card Account.
- 21 DEFAULT**
- 21.1 Default in terms of this Agreement will occur if:-
- 21.1.1 you fail to pay any amount payable to us under this Agreement on the due date; or
- 21.1.2 there is a material deterioration, in our reasonable opinion, in your financial position; or
- 21.1.3 the interest and/or costs and/or fees and/or charges are debited to an account, other than the Card Account, and there are insufficient funds available, in the account to be debited, to meet these amounts when they become due and payable; or
- 21.1.4 you do not comply with the law;
- 21.1.5 you do not comply with all laws and regulations that apply to you, to this agreement, including:
- 21.1.6 social and environmental laws and responsibilities;
- 21.1.7 anti-money laundering and financing of terrorism regulations;
- 21.1.8 you breach any of the terms and conditions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or
- 21.1.9 any Collateral Provider (including the Surety/Guarantor and/ or mortgagor) commits any breach of its obligations to us in terms any Collateral agreement; or fails to satisfy its suretyship/ guarantee commitment when requested to do so; or delivers to us written notice of termination of its liability under their suretyship/ guarantee; or you or any Collateral Provider -
- 21.1.9.1 being a Natural Person - publishes notice of the voluntary surrender of your/his/her estate or dies; is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936 or an application or other proceedings have been brought against you/him/her or in respect of you/him/ her in terms of which you are/he is sought to be sequestered or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; or
- 21.1.9.2 not being a Natural Person - is wound up, liquidated, dissolved, or deregistered, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; or is deemed to be unable to pay your/its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; or
- 21.1.10 where applicable, a court grants a garnishee order attaching part of a Surety/Guarantor's income to settle any amount owing by the Surety/Guarantor; or
- 21.1.11 the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting Repayment of the full amount owing, you have failed to repay this remaining settlement amount; or
- 21.1.12 you or any Collateral Provider compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors; or
- 21.1.13 any representation, warranty or assurance made or given by you in connection with your application for this Credit Facility or any information or documentation supplied by you is, in our opinion, materially incorrect; or
- 21.1.14 you or any Collateral Provider generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or judgment of a competent court against you or any Collateral Provider for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued;

- 21.1.16 if you experience an event that negatively affects your financial status, for example, strike or protest action, significant spillage, licence to operate a business being revoked or suspended, or other event affecting your environmental and social responsibility.
- 21.2 If you are in default, we may –give you written notice of such default requesting that you rectify the default; and/or propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court, ombud with jurisdiction or Tribunal, with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring your Repayments up to date; and/or immediately restrict activity or suspend the Credit Limit, or Reduced Credit Limit, on your Card Account; without notice to you and/or withdraw the whole or part of the Credit Limit, or Reduced Credit Limit, by giving you 10 (ten) Business Days written notice of the intended withdrawal to you; and/or review the terms and conditions applicable to the credit facility; and/or increase the rate of interest charged; and/or commence proceedings to enforce this Agreement, including exercising our rights in terms of any of the Collateral held.
- 21.3 **We may commence legal proceedings if we have given you notice as referred to in clause 21.2 above; and you have been in default under this Agreement for at least 20 (twenty) Business Days; and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 21.2 and you have not responded to that notice; or have responded to the notice by rejecting our proposal.**
- 21.4 **We may exercise our rights in terms of 21.2 of this Agreement and if you dispute our right to do so, you must continue to pay the amounts owing to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.**
- 21.5 **Subject to clauses 23.2 and 23.5 We may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in clause 19 above, from you.**
- 21.6 **If you are subject to the NCA and in default of your payment obligations, you may, at any time before withdrawal and cancellation of the Credit Facility by us, pay to us all amounts that are overdue, together with Default Administration Charges, - Collection Costs and/or reasonable legal costs incurred up to the time of payment in terms of this clause, and we may continue making the Credit Facility available to you.**
- 21.7 **The above default clauses and default procedure will not apply if:**
- 21.7.1 **you generally do or omit to do anything which may cause us to suffer any loss or damage, or you become or likely to become Sanctioned, or we in any way know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you are involved in any illegal or terrorist activities. In these circumstances we may, immediately, restrict activity or suspend all or part of the Credit Facility or withdraw the Credit Facility without notice to you, and call for immediate Repayment of all amounts owing by you to us.**
- 21.8 **If we close, restrict activity or suspend access to your Credit Limit, Reduced Credit Limit, or your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.**
- 22 MALFUNCTION OF ELECTRONIC FACILITIES**
- 22.1 **You acknowledge that our services may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.**
- 22.2 **Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks,**
- 23 ADDRESSES FOR NOTICES**
- 23.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address set out in Part A.
- 23.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal address provided in your application for this Credit Facility, or any address advised in terms of clause 23.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 23.3 You must give us written notice, on your letterhead and signed by your authorised representative in terms the mandate provided by you, in order to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.
- 23.4 Any notice – sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
- 23.5 Despite anything to the contrary set out in this clause 23, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 23.6 We choose the address set out on page 1 of Part A as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you (our notice address).
- 24 CESSION BY THE BANK**
- 24.1 **To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede and transfer all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as Collateral, to any person, even though that cession and/or delegation may result in a splitting of claims against you.**
- 24.2 **You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.**
- 25 GENERAL**
- 25.1 The Credit Facility is subject to the Exchange Control regulations in force from time to time in the Republic of South Africa and the requirements and directions of the Reserve Bank.
- 25.2 You declare, warrant, represent and undertake to the Bank on the Signature Date hereof and on each date upon which the Credit Facility is utilised, that:
- 25.2.1 you will not use (or otherwise make available) the proceeds of any of the Credit Facility for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;
- 25.2.2 you will not contribute or otherwise make available, directly or indirectly, the proceeds of any of the Credit Facility to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any Sanctions;
- 25.2.3 you are not involved in any illegal or terrorist activities; and
- 25.2.4 none of your bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law.
- 25.3 You hereby indemnify and hold the Bank and/or the Group harmless against any actions, proceedings, claims and/or demands that may be brought against the Bank and/or the Group and all losses, damages, costs and expenses which the Bank and/or the Group may incur or sustain, in connection with or arising out of:
- 25.3.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; and
- where applicable, resulting from circumstances beyond our reasonable control.**

- 25.3.2 the breach of any warranties as set out in clause 25.2 above. Payment under the above indemnity shall be made by you on demand by the Bank or the Group. The provisions of this clause constitute a stipulation for the benefit of the Group which is not a direct party to this Agreement, capable of acceptance by the Group at any time and in any manner permitted by law.
- 25.4 If your Repayment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.
- 25.5 This Agreement constitutes the entire Agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.
- 25.6 **Save as provided in clauses 18.3 and 18.4 above any agreed changes to this Agreement or termination of this Agreement will be made in writing in paper based form and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change in paper based form. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause.**
- 25.7 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version.
- 25.8 At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonably required information of or relating to you or any Surety/ Guarantor;
- 25.9 This Agreement is in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) governed by the laws of the Republic of South Africa.
- 25.10 To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.
- 25.11 A certificate or letter signed by any of our managers, whose appointment need not be proved, specifying the amount which you owe to us and stating that such amount is due, owing and payable by you to us, will on its mere production, be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.
- 25.12 If you are a Natural Person and you experience difficulty in meeting Repayments, we invite you to contact us without delay. You may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged. You should inform us immediately if you make such an application.
- 25.13 You have the right to - resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or in respect of any alleged contravention of the CPA or NCA, file a complaint with the Tribunal or the National Consumer Commission in respect of the CPA or National Credit Regulator in respect of the NCA; and/or make an application to the Tribunal for an order resolving a dispute over information held by a credit bureau; and/or an order compelling the delivery of a Statement and/or review of a Statement; and/or permission to bring a complaint directly before the tribunal; and/or an order allowing late filing.
- 25.14 The contact details of the Credit Bureau, National Credit Regulator, Tribunal and Banking ombud are available on request and shall also be available on our website.
- 25.15 To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.
- 25.16 If your Card Account was opened prior to 1 June 2007, and if you have not entered into any new credit agreements in respect of your Credit Facility after 1 June 2007, the last terms and conditions that were issued to you prior to 1 June 2007 are applicable to your Credit Facility. In this case please ignore the above terms and conditions.
- 25.17 This Agreement constitutes the entire Agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.
- 25.18 You acknowledge that you have been informed that you should contact us if you need further explanation of anything related to, or referred to in this Agreement.
- 25.19 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 25.20 This product is not covered by the Corporation for Deposit Insurance (CODI).
- 26 DATA PROTECTION**
- 26.1 You consent and you confirm that you have the Additional Cardholder's consent to us collecting your and the Additional Cardholder's Personal Information from you and the Additional Cardholder where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below.
- 26.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 26.3 You and you confirm that you have the Additional Cardholder's consent to us Processing your and the Additional Cardholder's Personal Information:
- 26.3.1 to provide products and services to you in terms of this Agreement and any other products and services for which you may apply;
- 26.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 26.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
- 26.3.4 by sharing your and the Additional Cardholder's Personal Information with our third-party service providers and insurers, locally and outside the country where the products or services are provided. We ask people who provide services to us, including our insurers to agree to our privacy policies if they need access to any Personal Information to carry out their obligations ;
- 26.3.5 within the Group.
- 26.4 You and you confirm that you have the Additional Cardholder's consent to us disclosing your and the Additional Cardholder's Personal Information to Collateral Providers.
- 26.5 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.
- 26.6 If you or the Additional Cardholder (as applicable) are unsure about your or the Additional Cardholder's tax or legal position because your or the Additional Cardholder's Personal Information is Processed in countries other than where you or the Additional Cardholder live or conduct business, you or the Additional Cardholder should get independent advice.