

1 INTRODUCTION TO COMMERCIAL CHARGE CARD

1.1 The Cards are issued subject to the terms and conditions contained in this Agreement.

1.2 The Cards are charge cards, meaning that the full balance outstanding on the Card Account is payable within 25 (twenty-five) days from the Statement Date.

1.3 The Card Account can be subject to a Maximum Card Account Limit or a Monthly Card Account Limit. Please refer to your approval letter to understand which limits apply to the Card Account.

1.4 The Cards operate on a revolving basis to enable you and the Cardholders to continue transacting in the intervening period between the Statement Date and the Payment Due Date.

1.5 If approved, the Maximum Card Account Limit and/or the Monthly Card Account Limit will apply. This means that all Cardholders, including the Accountholder, are permitted to conclude Transactions up to (i) the Maximum Card Account Limit and/or (ii) the Monthly Card Account Limit (as applicable) before the preceding month's Transactions are paid for on the Payment Due Date.

2 PREVIOUS COMMERCIAL CHARGE CARD AGREEMENTS

Any prior commercial charge card agreement(s) or arrangements between the Parties relating to the Cards will be superseded by this Agreement, and such prior agreements and arrangements will be cancelled simultaneously with effect from the Effective Date.

3 DEFINITIONS

3.1 **Accountholder, you or your** means the **business** as described in the Application Form;

3.2 **Agreement** means the Application Form these Terms and Conditions and the approval letter;

3.3 **Application Form** means the application form for a Card Account completed and authorised by you and thereafter approved by us, wherein you accept liability for the Cards issued under the Card Account, including optional provisions for the Cardholder(s);

3.4 **approval letter** means the letter that we send to you to approve the opening of a Card Account in your name and the Monthly and Maximum Card Account Limits that apply, subject to the provisions of the Application Form and the Terms and Conditions.

3.5 **ATM** means an automated teller machine;

3.6 **Bank, we, us, our, or Standard Bank** means The Standard Bank of South Africa Limited (Registration number 1962/000738/06), a company incorporated in accordance with the laws of the Republic of South Africa and its successors in title or assigns;

3.7 **Business Day** means any day other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;

3.8 **Card** means the commercial charge card that we issue to a Cardholder;

3.9 **Card Account** means the charge card account which, subject to our approval, may be opened by us in your name in terms of this Agreement;

3.10 **Card Account Limit** means the Monthly Card Account Limit and/or the Maximum Card Account Limit, depending on the context.

3.11 **Cardholder** means the person to whom a Card has been issued by us on your written approval;

3.12 **Cash Advance** means any Transaction that is regarded as cash, including but not limited to, a cash withdrawal, purchase of a traveller cheque, money order, foreign exchange, fuel or lotto ticket, casino chips, or any electronic fund transfer which results in a debit balance on your Card Account;

3.13 **Claims** means as set out in clause 14.5;

3.14 **Collateral** means any security provided to us to secure the payment of your Card Account, in terms of this Agreement;

3.15 **Collateral Provider** mean any person or entity who provides Collateral to the Bank in respect of the due performance by you of your payment and other obligations in terms of this Agreement and includes a Surety and/or Guarantor;

3.16 **Companies Act** means the Companies Act 71 of 2008;

3.17 **Constitutional Documents** means

3.17.1 in the case of a company, certificate to commence business,

certificate of incorporation, the memorandum of incorporation and registration certificate, as the case may be;

3.17.2 in the case of a close corporation, the founding statement;

3.17.3 in the case of trust, the trust deed and letters of authority; and

3.17.4 in the case of a partnership, the partnership agreement;

3.18 **Effective Date** means, subject to our approval, the date that you sign the Application Form and these Terms and Conditions, whichever is the later;

3.19 **Electronic Device** means any electronic device via which a Transaction is concluded and includes a telephone, a mobile application, website or point of sale device;

3.20 **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;

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

3.22 **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;

3.23 **Losses** means as set out in clause 14.5;

3.24 **Margin** means the agreed number of percentage points interest charged by us above or below the Prime Interest Rate, more particularly as set out in the approval letter;

3.25 **Maximum Card Account Limit**, where applicable, means the maximum account limit, as set out in the approval letter, that is available to you and the Cardholders for all Transactions concluded in a monthly payment cycle including interest fees and charges for the intervening period between the Statement Date and the Payment Due Date plus an additional 10% on a roll-up payment structure.

3.26 **Merchant** means a supplier of goods and services;

3.27 **Monthly Card Account Limit** means the monthly limit, as set out in the approval letter, available to the Accountholder and the Cardholders for the conclusion of Transactions on a monthly basis on a non-roll-up payment structure.

3.28 **MyUpdate** means a service whereby we advise the Cardholder of activity on their Card. MyUpdate is subject to its own terms and conditions. These terms and conditions can be found on our website, <http://www.standardbank.co.za>;

3.29 **Overdue Amount** means an amount owing to us which is not paid on or before the Payment Due Date;

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

3.31 **Payment/s** means payment/s made, or to be made by you to us;

3.32 **Payment Due Date** means the date twenty-five days from the Statement Date, on which date payment of all amounts reflected on the Statement are due and payable to us;

3.33 **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;

3.34 **PIN** means a confidential personal identification number;

3.35 **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 will be binding on the Parties absent manifest error;

3.36 **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,

3.27	modification, or the use of information; Processing and Processed will have a similar meaning;	5.4	Application for the Cards is to be made by way of an add-on letter, in form and substance acceptable to us, which must be completed and signed by you or on your behalf by a duly authorised signatory(ies).
3.28	Sanctioned means listed on all or any one of the Sanction Lists and/or subject to any Sanctions;	5.5	The use of all Cards is subject to the terms and conditions contained in this Agreement.
3.38	Sanctioning Body means any person or organisation that has the legally delegated authority, capacity, or power to issue Sanctions against countries, groups, persons and/or entities;	6	VALIDITY OF THE CARD
3.39	Sanction List means any of the lists of Sanctioned countries or specifically designated nationals or designated persons or entities held by a Sanctioning Body, together with any domestic sanctions list of the Republic of South Africa, each as amended, supplemented or substituted from time to time;	6.1	The Cardholder must sign his/her Card in ink on the reverse side of the Card as soon as he/she has received it. An unsigned Card may not be used.
3.40	Sanctions means coercive measures, restrictions or embargoes which are imposed by any Sanctioning Body against countries, groups, persons and/or entities. The extent of the restrictions vary, and fall within one or more of the following categories: (i) diplomatic; (ii) travel; (iii) trade (iv) economic and/or financial restrictions;	6.2	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.
3.41	Service Fee means the annual fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining your Card Account;	6.3	Each Card has an expiry date and is valid until the last day of the month shown on the Card. A new Card will be issued unless your Card Account has been terminated or suspended or the Card Account has been closed.
3.42	Settlement Date means the date on which all amounts due and payable to us are paid;	7	USING THE CARD
3.43	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;	7.1	The Cardholder may use the Card to pay for goods and services at Merchants that accept the Card. Once the Card has been used for the Transactions, you and/or the Cardholder will not be able to withdraw this authority, or instruct us to stop any payment that we are to make to a Merchant for any Transaction, or reverse a payment which has already been made by us.
3.44	SMS means a short message service communication sent to a Cardholder's mobile phone;	7.2	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. If a Cardholder uses their Card for remote purposes, you must make sure that they take all reasonable steps to protect their online security and privacy. It is the responsibility of the Cardholder to alert us immediately of suspicious or unauthorised Transactions on their Card.
3.45	SMS Notification means the notification we send to a Cardholder's mobile phone number provided to us when they register for MyUpdate;	7.3	A Cardholder will be required to set a PIN for their Card. A PIN will allow the Cardholder, among others, to conclude "chip and pin" point of sale transactions and to use self-service banking facilities to effect Transactions such as drawing cash (when applicable), depositing and transferring money.
3.46	Statement means a document reflecting the Transactions made on your Card Account up to the Statement Date, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Payment Due Date;	7.4	If the Cardholder or any other person uses the PIN, we will treat the Transaction as an authorised Transaction by you.
3.47	Statement Date means the date as stated on the Statement, which is the date on which a Statement is created and printed;	7.5	The Cardholder may be asked for certain Card related information, which the Cardholder provides at its own risk.
3.48	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 under this Agreement;	7.6	The liability to pay us is effective when the Card or Card number is used for a Transaction.
3.49	Transaction means any transaction debited against your Card Account and includes, without limitation, any transaction concluded with a Card, Card Number and/or PIN, to pay for any goods or services, to withdraw cash or to transact using an Electronic Device;	7.7	A Cardholder must comply with our authentication procedures to access or use their Card. You must ensure that a Cardholder does not share details of these authentication procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.
3.50	Transaction Fees means the fees which we may charge for the transactional costs of administering the Card Account and which are separate from the Service Fees;	7.8	The record of a Transaction on a Statement will be sufficient proof that we have made payment to the Merchant for the Transaction. While we will make every effort to ensure the integrity and content of any SMS Notification sent to a Cardholder, we cannot guarantee receipt or delivery of a SMS Notification or email. Although we do send you MyUpdate notifications where you have subscribed for it, your Statement will remain the final record of the Transactions.
3.51	VAT means value added tax charged in terms of the Value-Added Tax Act 89 of 1991.	7.9	We may charge you a separate Transaction Fee for certain Transactions.
4	INTERPRETATION	7.10	The Card Account has a Monthly Card Account Limit and, where applicable, a Maximum Card Account Limit and these must not be exceeded, except in accordance with clause 16. Any Transactions that we honour or any interest, costs, fees and charges that are due and payable by you, as a result of which any Card Account Limit is exceeded, will be treated as a request by you for a temporary increase of your Card Account Limit. You will be liable for payment of the full amount by which your Card Account Limit is exceeded, together with the full amount outstanding on the Card Account, both of which will be repayable on the Payment Due Date shown on your next Statement.
4.1	Words defined will (for consistency) begin with a capital letter.	7.11	Should you fail to pay the amount by which your Card Account Limit is exceeded, you will not be able to conclude additional Transactions. We may suspend the Card Account in such an event, and we may review your Card Account Limit. You must make a Payment to bring the Card Account below the applicable Card Account Limit to continue transacting. This Payment must be made before the next Payment Due Date if you would like to continue to conclude Transactions.
4.2	Save with regards to clauses 1.2 and 3.32, 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.	7.12	You must ensure that the Cardholder:
4.3	If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.	7.12.1	where applicable, complies with exchange control regulations when using their Card outside South Africa;
4.4	The singular includes the plural and vice versa and any gender includes the other gender.		
4.5	All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.		
4.6	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.		
4.7	All legislation mentioned in this Agreement includes legislation and subordinate legislation at the Effective Date and as updated from time to time.		
4.8	Important clauses which may limit our responsibility or involve some risk for you, will be in bold.		
5	OPENING A CARD ACCOUNT AND APPLYING FOR A CARD		
5.1	We will open a Card Account in your name, once we have approved your Application Form, and any further conditions imposed by law have been complied with.		
5.2	We will ask for certain information and may need to verify such information before we consider your Application Form. You and the Cardholders must provide us with complete and accurate information.		
5.3	At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonably required information to assess whether you will be able to satisfy your obligations under this Agreement.		

7.12.2	where applicable, the Cardholder complies with the MyUpdate terms and conditions;		
7.12.3	keeps their contact details complete, accurate and up to date (including without limitation their mobile phone number). We are not responsible if a SMS Notification is sent to an incorrect mobile phone number if a Cardholder has given us the incorrect details;	9.4	Even if you have notified us in terms of clause 9.2, you will still remain liable for all Transactions processed:
7.12.4	does not use the Card to directly or indirectly benefit any party against whom Sanctions have been imposed by a Sanctioning Body; and/or	9.4.1	by way of debit order, electronic funds transfer; and/or
7.12.5	uses the Card for lawful Transactions only.	9.4.2	through an Electronic Device that you or the Cardholder had previously authorised.
7.13	We will not be liable to you or the Cardholder, if any Merchant or Electronic Device does not accept a Card or if we refuse to authorise any Transaction.	9.5	Provided the Cardholder complies with the requirements in this clause 9, you may in some instances not be held liable to pay for fraudulent Transactions that take place within the forty eight hours before we receive the written notice as referred to in clause 9.2.
7.14	You or a Cardholder may dispute a non-PIN Transaction, but then you must prove that it was not authorised at all. If you want to dispute a Transaction you or a Cardholder must contact our Customer Services Centre on 0861 201 311 (if you are calling from South Africa) or 27 11 299 4541 (if you are calling from outside South Africa) within ninety days of the date of the Transaction. We will investigate the dispute after we have received the appropriate documentation from you confirming that you did not authorise the Transaction.	9.6	Any delay in reporting an incident referred to in this clause 9, will be regarded as negligent unless the Cardholder can prove otherwise.
7.15	A dispute between you or the Cardholder and a Merchant will not affect our right to recover any amounts you owe us. We will not: get involved in resolving any such disputes; nor	9.7	You will be liable for any debt that may arise or may have arisen in respect of this clause 9.
7.15.1	be responsible for any losses or costs you incur related to a dispute.	10	DEBITING FEES TO YOUR CARD ACCOUNT
7.15.2		10.1	Unless otherwise set out in this Agreement or as advised by us in writing from time to time, 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.
7.16	Subject to clause 9 below, you will be liable for payment of all Transactions, including where the Cards have been used for unlawful Transactions.	10.2	You will remain liable for any amount owing until your Card Account is credited.
7.17	No refunds will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.	11	COSTS, FEES AND CHARGES
7.18	If a Transaction is disputed by you and/or a Cardholder: –	11.1	A full list of additional Transaction capabilities, together with the fees and charges applicable to the Card Account and the Cards, including the Initiation Fee, Service Fee and the Transaction Fee, can be requested by you or are available from any of our branches. These fees together with any other applicable fees, are also set out each year in our pricing brochure and on our website.
7.18.1	you will be liable for payment of the disputed amount on or before the Payment Due Date reflected on your Statement, regardless of such dispute; and	11.2	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 we approve your Application Form, you agree that we may debit the unpaid Initiation Fee, to the Card Account as part of the Monthly or Maximum Card Account Limit; or not pay the Initiation Fee separately, this fee will be charged on the first Statement and debited to the Card Account.
7.18.2	if our investigation proves that an amount is not payable by you, the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Card Account.	11.3	You will be charged annual Card fees for each Card which is linked to the Card Account.
7.19	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.	11.4	If you have elected to receive additional benefits, the Card Account will be debited with any fees and charges that may be applicable.
7.20	Cash withdrawals in the Republic of South Africa will only be permitted once you have provided the Bank with a written request on your letterhead.	11.5	Unless stated otherwise, the costs, fees and charges referred to in this clause 11 are inclusive of VAT.
7.21	The Bank will not be held liable for any transactions or loss suffered by you for performing cash withdrawals without following the procedure in clause 7.20.	11.6	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.
7.22	Cash withdrawals outside South Africa do not require our approval.	11.7	Should 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 five Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.
7.23	You may set daily and monthly limits for ATM withdrawals if a Cardholder has a PIN allocated to their Card. Transaction limits for ATM withdrawals apply to the Republic of South Africa only.	11.8	If the Card is used for cross-border international Transactions, the Card Account will be debited with a currency conversion fee and you will be required to pay such fee.
8	CARD ACCOUNT LIMITS	12	STATEMENTS AND PAYMENTS
8.1	Every Transaction concluded with the Card and any transfer of an amount from the Card Account will form part of the amount owing by you to us.	12.1	Each month we will provide you with a Statement, to assist you in ensuring that the Cardholders adhere to your expenditure policies and your Monthly Card Account Limit. These Statements are accessible to both you and the Cardholder(s).
8.2	The issue of additional Cards will not affect the Monthly Card Account Limit or the Maximum Card Account Limit we allow on the Card Account.	12.2	We will not be involved in any reconciliation of Statements.
8.3	All Cards issued and all Transactions concluded with the Card are subject to the Monthly Card Account Limit and the Maximum Card Account Limit.	12.3	You may request us to send additional copies of the monthly Statements. There is no charge for a single replacement copy of a Statement requested within a year after the Statement Date, but there will be charges for any additional replacement copies.
8.4	All amounts debited to the Card Account are repayable by you in the manner set out in this Agreement.	12.4	Statements will be deemed to have been presented to you on the Statement Date.
9	UNAUTHORISED USE OF THE CARD AND PIN	12.5	You: -
9.1	The Cardholder is responsible for the safekeeping and proper use of the Card. The Cardholder must take all reasonable steps to prevent any unauthorised use of the Card and the PIN.	12.5.1	must contact us if no Statement is received. Failure to receive a monthly Statement will not entitle you to refuse or fail to pay any amount that is due to us;
9.2	In the event that the Card has been lost, stolen or damaged or the PIN has become known to any other person or compromised in any other way, you must ensure that you or the Cardholder notifies us immediately. To report a lost or stolen Card or a compromised PIN, please contact Lost, Stolen and Damaged Cards on 0800 020 6000 locally or internationally at (011) 299 4114. We will stop the Card as soon as reasonably possible after being advised to do so.	12.5.2	may dispute (i.e. query) all or part of the Statement, by sending us written notice of the query before the next Payment Due Date. If you do not send us a written notice of your query before the next Payment Due Date as required, we will assume that you have accepted the Statement as correct and authorised and you will not be able to raise a dispute on that Statement at a later date;
9.3	If we do not receive the notification in clause 9.2, you will		

12.5.3	will not be entitled to withhold any payment to us if there are any claims or disputes on any matter including disputes between you and the Cardholder, or any dispute with a Merchant as to the nature, quality or quantity of any goods or services which the Cardholder obtained or should have obtained. You agree that no Merchant is our agent;		
12.5.4	must pay (i) all amounts owing to us on or before the Payment Due Date and (ii) in the case of the Cardholder, all amounts payable by the Cardholder to us which are overdue and in arrears past the Payment Due Date reflected on the Statement, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us;		
12.5.5	have the right at any time to pay in advance any amount owed to us without notice or penalty; and		
12.5.6	may not attach any conditions to any Payments.		
12.6	Each Payment will be credited to your Card Account on date of receipt firstly, to satisfy any due or unpaid interest (if applicable); secondly, to satisfy any due or unpaid costs, fees and charges; and thirdly, to reduce the amount of the amount owing by you.		
12.7	Any Payment made into the Card Account will only be credited once we have received the amount. Not all debits to your Card Account will take effect on the date on which the Cardholder made the purchase, as not all Merchants process transactions on the date on which they took place. You acknowledge that the processing of Payments may result in a delay in crediting the Card Account.		
12.8	Certain deposits are subject to a ten Business Day clearance period. The Cardholders will not be able to draw against such deposits until they have been duly and legally paid.		
12.9	We may subsequently (i.e. later) adjust debits or credits to your Card Account if we do not receive the funds for any reason or so as to accurately reflect both your and our legal obligations.		
12.10	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 Card Account in terms of this Agreement.		
13	TERMINATION OF THIS AGREEMENT		
13.1	You may terminate this Agreement at any time with or without advance notice to us, by settling the total outstanding amount due to us and advising the Bank to close your Card Account. You will remain liable for any and all obligations arising from this Agreement if you fail to advise us that your Card Account must be closed.		
13.2	The amount required to settle this Agreement will be the Settlement Value, up to and including the Settlement Date. If you would like confirmation of the Settlement Value, we will provide it either orally or in writing, within five Business Days of your request.		
13.3	The Settlement Value will only be binding for the date stated and will not include any Transactions effected or processed on or after the Settlement Date, for which you will remain liable.		
13.4	The Card will always remain our property, and without losing any right to any claim which we may have against you, we have the right to suspend any Card/s at any time if you are in default under the Agreement; or close the Card Account by giving written notice to you at least ten Business Days before the Card Account will be closed.		
13.5	You will at all times remain liable for the Card and the Card Account including any Transactions we honour in excess of any Card Account Limit as per clause 16. In the event that a Cardholder is no longer in your employ, it is your responsibility to inform us of this in writing immediately and request that their Card be cancelled, that no further renewal be made and that no further replacement Cards be issued.		
13.6	As soon as the Card Account is closed or a Card has been cancelled, you must ensure that any Cardholder that has been given a Card or the Card details is advised that they may no longer use it.		
13.7	You must further ensure that the relevant Card or all the Card/s (as applicable) are immediately destroyed by cutting through the magnetic stripe, the chip and account number and by scratching out the numbers that appear on the signature panel of the Card.		
13.8	You will remain responsible for any Transactions effected by a Cardholder no longer in your employ and any outstanding balances and purchases upon termination.		
13.9	There are circumstances where Transactions can still be processed even after the Card Account is closed. This includes recurring debit orders and subscription payments against the Card Account which have not yet been cancelled by you and/or the Cardholders. It also includes any Card Transactions that are processed offline after the Card Account has been closed. You will be liable and be held		
			responsible for all such Transactions, even after the Card Account is closed.
		14	WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS
		14.1	You agree to be liable for all Transactions concluded by each Cardholder.
		14.2	You warrant and represent to us on the Effective Date and for the duration of this Agreement that:
		14.2.1	you have the full capacity to effect and carry out your obligations in terms of this Agreement;
		14.2.2	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;
		14.2.3	all information that you provided to us in connection with the granting of this Card Account 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 Card Account available to you;
		14.2.4	you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in clause 19 below is occurring;
		14.2.5	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;
		14.2.6	you will ensure that the Cardholder(s) each have a copy of, understand and comply with these terms and conditions;
		14.2.7	you will ensure that you, at all times, comply with the formalities required in terms of your Constitutional Documents as well as all legislation and other regulations applicable to this Agreement and your business activities, including but not limited to, where applicable 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;
		14.2.8	you will ensure that you will comply with all legislation and other regulations applicable to this Agreement and your business activities, including but not limited to, where applicable:
		14.2.8.1	all environmental laws and responsibilities;
		14.2.8.2	anti-money laundering and combating the financing of terrorism regulations; and/or
		14.2.8.3	all exchange control regulations, rulings and requirements;
		14.2.9	you and/or any Cardholder will not use (or otherwise make available) the proceeds of any of the Card 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;
		14.2.10	you and/or any Cardholder will not contribute or otherwise make available, directly or indirectly, the proceeds of the Card Account and/or any Card 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;
		14.2.11	you and/or any Cardholder are not involved in any illegal or terrorist activities; and
		14.2.12	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.
		14.3	You must provide us with your annual financial statements annually within a period of 180 (one hundred and eighty) days from your financial year end.
		14.4	You must tell us immediately if you are placed under an administration order, business rescue or become liquidated or insolvent, or have any form of legal disability. On application for liquidation or insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.
		14.5	You indemnify and hold the Bank and/or the Group harmless against any actions, proceedings, claims and/or demands (Claims) that may be brought against the Bank and/or the Group and all losses, damages, fines, penalties, costs and expenses, (Losses) which the Bank and/or the Group may incur or sustain, in connection with or arising out of:
		14.5.1	the seizure, blocking or withholding of any funds by any Sanctioning Body; and
		14.5.2	the breach of any warranties as set out in clause 14.2 above, save to the extent that such Claims and/or Losses are

14.6	caused by our wilful misconduct or gross negligence. Payment under the above indemnity will be made by you on demand by the Bank or any member of the Group. The provisions of this clause constitute a stipulation for the benefit of the Group that are not direct parties to this Agreement, capable of acceptance by any member of the Group at any time and in any manner permitted by law.		Agreement including but not limited to all costs incurred by the Bank in the enforcement of any of its rights hereunder and the preparation of any documentation relating hereto, will be for the account of the Cardholder and payable on demand.
15	INDEMNITY IN RESPECT OF INSTRUCTIONS	19	DEFAULT
15.1	You agree that all telephonic (including by way of SMS and any social media application) and emailed instructions, mandates and consents (individually and collectively referred to as Instructions), which purport to emanate from you will be deemed to be given by you in the form that we actually received it and you will be bound thereby, provided these Instructions have been executed by such persons who have been duly authorised by you. As soon as reasonably possible after the Effective Date, you will furnish us with a list of authorised persons which we can rely upon, until you have revoked such list in writing to us.	19.1	Default in terms of this Agreement will occur if:
15.2	You indemnify us against any Losses or Claims which we may directly or indirectly suffer as a result of us acting in accordance with the Instructions.	19.1.1	you fail to pay any amount payable to us under this Agreement on the Payment Due Date;
16	CARD ACCOUNT LIMIT INCREASES	19.1.2	in our reasonable opinion, your financial position has materially deteriorated and affects your ability to perform under this Agreement;
16.1	We may increase a Card Account Limit under this Agreement only temporarily as referred to in clause 16.2 below, or by agreement with you subject to clause 16.3 below, or at any time in response to a written request initiated by you, or with your written consent 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 clause 16.4 below.	19.1.3	you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities, anti-money laundering and combating the financing of terrorism regulations and, where applicable, any company laws;
16.2	An increase in a Card Account Limit will be temporary if we honour (pay for) a Transaction by a Cardholder despite the fact that it will exceed the Card Account Limit in terms of this Agreement, or if we agree to increase a Card Account Limit in response to a request from you to accommodate a particular Transaction, on condition that the preceding Card Account Limit will again apply within a specified period or after a specified event has taken place.	19.1.4	you breach any of the terms and conditions of this Agreement (other than as specifically set out in this clause 19.1) 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;
16.3	Before increasing a Card Account Limit in terms of clause 16.1 above, we may complete a fresh assessment of your ability to meet the obligations that could arise under the increased Card Account Limit.	19.1.5	you and/or the Collateral Provider are wound up, liquidated, dissolved, placed under administration or debt counselling or deregistered, in any event whether provisionally or finally and whether voluntarily or compulsorily, or you and/or the Collateral Provider pass a resolution providing for any such event; or you and/or the Collateral Provider are deemed to be unable to pay your debts; or you and/or the Collateral Provider resolve that you voluntarily begin business rescue proceedings or you and/or the Collateral Provider have any business rescue proceedings commenced against you;
16.4	If on applying for this Card Account or at any later time you have in writing specifically requested the option of having a Card Account Limit automatically increased at specified times, we may unilaterally increase the Card Account Limit under this Agreement – once a year as measured from either the date on which the Card Account Limit under this Agreement was established or the date on which the Card Account Limit was most recently changed in accordance with clause 16.1 above (whichever comes later), and by an amount not exceeding the lesser of the average monthly purchases charged to the Card Account or the average monthly Payments made by you during the 12 months immediately preceding the date on which the Card Account Limit is increased.	19.1.6	where applicable, a court grants a garnishee order attaching part of a Collateral Provider's income to settle any amount owing by the Collateral;
16.5	For the purposes of clause 16.4 above, 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 us at any time, or a standard form option provided by us and presented for consideration by you and agreed to by being initialled or signed by you.	19.1.7	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 Payment of the full amount owing, you have failed to repay this amount;
17	CHANGE IN CONTROL OF A COMPANY, CLOSE CORPORATION, PARTNERSHIP OR TRUST	19.1.8	you or any Collateral Provider in respect of this Agreement compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors;
17.1	You must let us know in writing as soon as you become aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of:	19.1.9	any representation, warranty or assurance made or given by you in connection with your application for this Card Account or any information or documentation supplied by you is, in our reasonable opinion, materially incorrect;
17.1.1	the company, close corporation, partnership or trust in whose name this Card Account has been opened; and/or	19.1.10	judgment of a competent court against you or Collateral Provider for you for the attachment of assets or for payment of any amount remains unsatisfied for more than thirty days after the date on which it is issued.
17.1.2	any Surety/Guarantor for your debt to us.	19.2	If you are in default, we may:
17.2	Any change taking place in terms of clause 17.1 above will not affect any Collateral held by us nor will it release any Surety/Guarantor (if any) from a suretyship/guarantee.	19.2.1	give you written notice of such default requesting that you rectify the default within a specific period of time;
17.3	In the event of any proposed or actual change referred to in clause 17.1 above, we reserve the right to reconsider the terms and conditions of this Agreement.	19.2.2	request that you make immediate payment of all outstanding amounts owing to us which shall immediately become due, owing and payable including amounts for any Transactions concluded in the intervening period between Statement Date and Payment Due Date notwithstanding that such amounts may not be due for payment at the time of default;
18	LEGAL COSTS AND CHARGES	19.2.3	restrict activity or suspend any Card Account Limit without notice to you;
18.1	Each Party will bear its own costs and expenses of and incidental to the negotiation, preparation and completion of this Agreement.	19.2.4	withdraw the whole or part of a Card Account Limit without notice to you;
18.2	All legal costs (on the attorney and own client scale), commissions or fees and other charges and expenses in connection with this	19.2.5	withdraw the whole or part of a Card Account Limit without notice to you;
		19.2.6	review the terms and conditions applicable to the Card;
		19.2.7	increase the rate of interest charged; and/or
		19.2.8	commence proceedings to enforce this Agreement, including exercising our rights in terms of any of the Collateral held.
		19.3	We may exercise our rights in terms of 19.2 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.
		19.4	Subject to clauses 22.2 and 22.5 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 in clause 19.2 above and may also recover from you the legal costs and charges as set out in clause 18 above.
		19.5	The above default clauses and default procedure will not apply if:
		19.5.1	you generally do or omit to do anything which may cause us to suffer any loss or damage;
		19.5.2	you become or are likely to become Sanctioned;

19.5.3	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; and or	22	ADDRESSES FOR NOTICES
19.5.4	you are involved in any illegal or terrorist activities. In these circumstances we may, immediately, restrict activity or suspend all or part of the Card Account or withdraw the Card Account without notice to you, and call for immediate payment of all amounts owing by you to us.	22.1	You choose, as the address for the serving of legal notices in terms of this Agreement (Notice Address), your address set out in the Application Form.
19.6	If we close, restrict activity on or suspend access to your Card Account or withdraw your Card Account Limit 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.	22.2	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 email address provided in your application for this Card Account, or any address advised in terms of clause 22.3 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.
20	INTEREST	22.3	You must give us written notice, on your letterhead and signed by your authorised representative in terms of the mandate provided by you, in order to change your Notice Address or email address. The change will be effective on the tenth Business Day after receipt of the notice.
20.1	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 your approval letter. 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 thirty Business Days after the change becomes effective.	22.4	Any notice delivered by hand will be deemed to have been received on the day of delivery; or sent by email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
20.2	If your Card Account has an interest-free period and you pay the full amount due on your Card Account on or before the Payment Due Date as shown on your monthly Statement, no interest will be charged on your Card Account except for those Transactions listed in clause 20.3.2 below, where interest will be charged from the date of the Transaction.	22.5	Despite anything to the contrary set out in this clause 22, 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.
20.3	Interest will be payable:	22.6	We choose the address set out below as the address at which all formal notices for legal process is required to be delivered in terms of this Agreement, must be delivered by you (our notice address): Standard Bank Centre 5 Simmonds Street Johannesburg, 2001 Attention: Head Legal
20.3.1	if, with reference to the Payments, you do not pay the full Payment due on your Card Account on or before the Payment Due Date as shown on your monthly Statement. This means that if you only pay part of the Payment that was due on or before the Payment Date, the amount of interest that you will be liable for will be based on the full Payment that was due on the Payment Due Date; and	22.7	We will not accept delivery of any other form of communication from you in respect of formal notices for legal process other than at our notice address set out in clause 22.6.
20.3.2	on the amount of each Cash Advance, if the Cash Advance results in a debit balance on your Card Account as at the date of the Transaction. Interest is calculated from the date of the Cash Advance until the amount is repaid in full.	23	CESSION BY THE BANK
20.4	The interest payable by you is calculated on the total 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 Payment Due Date and debited to your Card Account.	23.1	To the maximum extent permitted by law, you 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.
20.5	If the Prime Interest Rate or the maximum interest permissible in terms of Applicable Laws 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. We shall in such event have the right to increase or reduce the Payments, as the case may be, to such an amount as we determine, to ensure that your indebtedness to us is repaid within the same period.	23.2	You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
20.6	If any amount is not paid on or before the Payment Due Date, you will be liable to pay us interest on all such Overdue Amount(s) at a rate of 2% (two percent) per month.	24	GENERAL
20.7	Interest may be charged from the day following the Payment Due Date until the date of payment, both inclusive, and will be due and payable immediately and calculated on a daily basis on the Overdue Amount and charged monthly in arrears.	24.1	If your Payment 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 first Business Day after that day.
21	DISCLAIMERS	24.2	This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof.
21.1	You acknowledge that (i) Electronic Devices are not within our control; (ii) a Cardholder's receipt of the SMS Notification is dependent on factors beyond our control, such as the availability or coverage of their mobile phone's network and (iii) our services may become unavailable due to interruptions in and maintenance to our electronic communications network, or due to power outages, telecommunications or other circumstances which are not within our control. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.	24.3	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.
21.2	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 Device or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.	24.4	Save as otherwise provided in the Agreement, we may change these Terms and Conditions at any time. We will give you at least thirty calendar days' notice of such changes by direct communication with you (such as email, SMS or through your Statement) and by any other means.
21.3	Notwithstanding anything to the contrary contained in this Agreement, the Parties shall not be liable to each other for any indirect or consequential losses or damage.	24.5	You agree that we will not be obliged to obtain your written consent to such changes but if you disagree with our changes, you have the right to terminate the Agreement, in which case the provisions of clause 13 will apply. You agree that if you decide not to terminate the Agreement before the changes become effective, they will be binding on you. Your continued use of the Card and/or the Card Account will be seen as your acceptance of any change to the Agreement.
		24.6	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 will be based on this English version.
		24.7	This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and you consent, in terms of section 45 of the Magistrate's Court Act 32 of 1944, to us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having

- jurisdiction in the area in which you reside or work, despite the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.
- 24.8 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.
- 24.9 On application for insolvency proceedings any amounts outstanding under this Agreement will immediately become, due owing and payable to us.
- 24.10 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.
- 24.11 You should contact us if you need further explanation of anything related to, or referred to in, this Agreement. You may contact us at our Member Service Centre on telephone number **0860 999 002**. **When you contact us, standard network rates will apply.**
- 25 DATA PROTECTION**
- 25.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below.
- 25.2 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.
- 25.3 You consent to us Processing your Personal Information:
- 25.3.1 to provide products and services to you in terms of this Agreement and any other products and services for which you may apply;
- 25.3.2 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);
- 25.3.3 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;
- 25.3.4 by sharing your Personal Information to Collateral Providers if applicable;
- 25.3.5 by sharing your 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;
- 25.3.6 within the Group.
- 25.4 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.
- 25.5 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.