

You confirm that you have had adequate opportunity to read and understand the terms and conditions contained in this Part B, and that you are aware of all the terms printed in bold. Please contact us if you need further explanation of anything referred to in this Agreement or related to the use of your Card. You may contact us at our email address cardqueries@standardbank.co.za or speak to a consultant at a Standard Bank branch or call our Customer Contact Centre on **0861 201 000**.

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 and may include the Cardholder where the context requires it;

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) 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), 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 acting through its Personal and Business Banking Division, 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 Day/s mean any day/s other than a Saturday, Sunday or statutory holiday in the Republic of South Africa;

Card means the relevant credit and/or garage card, including any additional cards that we issue at your request;

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

Cardholder means the person to whom a Card has been issued and may refer to the Additional Cardholder/s, depending on the context;

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

Collateral Provider 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 we may charge in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;

Common Monetary Area means South Africa, the Kingdom of eSwatini, Lesotho and Namibia;

CPA means the Consumer Protection Act 68 of 2008 ;

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 Life Insurance means the life insurance cover that is payable in the event of your death, disability, terminal illness, unemployment or other insurable risks (whichever applies as per the policy taken by you) that are likely to impair your ability to earn an income or meet your obligations under this Agreement;

Credit Limit or Reduced 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;

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 when you enter into this Agreement;

Insolvency Act means the Insolvency Act 24 of 1936;

Magistrates' Courts Act means the Magistrates' Courts Act 32 of 1944;

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

Material or Materially means material in the Bank's reasonable opinion;

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 or, for purposes of this definition, a trust with fewer than 3 (three) trustees, all of whom are private individuals;

NCA means the National Credit Act 34 of 2005;

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 and, where applicable, juristic person, including 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, email, postal or physical address, telephone number; location; any online identifier; any other particular assignment to 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 basic rate of interest (percent, per annum (yearly)), published by us from time to time as being our prime rate, a certified by any of our managers whose authority, appointment and designation need to be proved;

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;

Processing 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 use, and **Process** and **Processed** will have a similar meaning;

Repayment/s means a payment/s made or to be made to us by

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

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

Sanctioned Entity means a person or country listed on a Sanctions List or subject to Sanctions, including: in the case of a juristic person, any person (i) who owns or controls it; or (ii) whom it owns or controls (and for these purposes, "owns" means holding any percentage of ownership or beneficial interest, and "controls" means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means); and in the case of a country, its ministries, departments and agencies, and/or any other governmental organisations;

Sanctioning Body means the European Union (EU), Her Majesty's Treasury (HMT), the Ministry of Economy, Finance and Industry (France) (MINEFI), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the United Nations Security Council (UNSC), and/or any other sanctioning body that we recognise as such;

Sanctions means any measures imposed by a Sanctioning Body, including diplomatic, travel, trade and/or financial sanctions or embargoes, and Sanctioned will have a similar meaning;

Sanctions List means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time;

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 your 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;

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.

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.**

3.9 **The rule of construction that, in the event of ambiguity, a contract shall be interpreted against the party responsible**

for the drafting thereof, shall not apply in the interpretation of this Agreement.

3.10 **The expiry or termination of this Agreement shall not affect clauses headed (Costs, fees and charges), (Legal costs and charges), (Termination of this Agreement by you), (Warranties, representations and undertakings) and 27.3 (General) after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.**

3.11 **This Agreement and the Collateral shall, to the extent permitted by applicable law, be binding on and enforceable by the administrators, trustees, permitted cessionaries, business rescue practitioners or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's administrators, trustees, permitted cessionaries, business rescue practitioners or liquidators, as the case may be.**

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 Additional Cards may be issued to other Cardholders at your request.

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

4.4 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.

4.5 **You may choose to 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 Validity of the Card

6.1 The Cardholder must sign his Card in ink on the reverse side of the physical Card as soon as he has received it.

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.

6.3 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.

6.4 If a new Card is issued to you as contemplated in clause 6.3, you will be required to sign new terms and conditions, which will replace these terms and conditions altogether.

7 Using the Card

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

7.2 When the Cardholder uses the Card to buy goods or services from a Merchant, the Cardholder must enter the PIN on the point-of-sale device and/or sign a transaction slip if required by the Merchant to do so. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering by mail or telephone or through the internet. The Merchant will have to obtain authorisation from us for all point-of-sale Transactions. Should the Cardholder be given a contactless Card at certain Merchants where the MasterCard PayPass or VISA PayWave logo is displayed, the Cardholder may be able to simply "tap" the Card on the point-of-sale device to make payment, depending on the value of the Transaction.

7.3 **The point-of-sale device may not always prompt a Cardholder to enter a PIN for a transaction (for example, when the Card is tapped or swiped), so the Card must always be kept safe.**

- 7.4 **The PIN must not be given to anyone. If someone finds out the PIN, the Card can be used and you could lose all the money on the Card.**
- 7.5 **A Cardholder must always keep the Card in sight when paying for a transaction and must always try to tap, insert or swipe the Card personally.**
- 7.6 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 to effect Transactions such as drawing cash, depositing and transferring money.
- 7.7 A Cardholder can also perform certain other Transactions with the Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, casino chips and travellers' cheques. You can request a full list of these additional transaction capabilities, together with the fees and charges applicable to the Transactions, when applying for your PIN, and they are available from any of our branches or on our website at www.standardbank.co.za.
- 7.8 The Card is not to be used to facilitate any payments for lotteries and gambling organised within the Republic of South Africa by persons or entities that are not authorised in terms of any national law or lotteries organised outside the Republic of South Africa or for purposes of any gambling accessed through the internet that is offered by persons or entities that are not authorised in terms of any national law (more particularly as contemplated in the National Gambling Act 7 of 2004 and the Lotteries Act 57 of 1997).
- 7.9 **We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.**
- 7.10 **If a person, other than the Cardholder, uses the PIN allocated to the Card, you will be liable for all such Transactions on that Card.**
- 7.11 The Card Account has a Credit Limit and you may not exceed it. Any Transactions which are honoured by us, or any interest, costs, fees and charges that are due and payable by you and that cause the Credit Limit to be 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.
- 7.12 You must notify us should you or any Additional Cardholder intend to use a Card that is linked to your Card Account outside the Common Monetary Area. It is the Cardholders' responsibility to familiarise themselves with the applicable exchange control rulings and regulations when using 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 www.reservebank.co.za. We are obliged to report all Transactions that occur outside the Common Monetary Area to the South African Reserve Bank.
- 7.13 A Cardholder may use the Card to make 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 customs duties applicable to any foreign exchange transaction that are made by means of the Card.
- 7.14 The Cardholder may not use the Card(s) to directly or indirectly benefit any Sanctioned Entity.
- 7.15 **It is the responsibility of all Cardholders to ensure that their Card is used only for lawful Transactions. Subject to clause 8 below, you will be liable for payment of all Transactions, including where an additional Card linked to your Card Account is used for unlawful Transactions.**
- 7.16 You must set daily and monthly limits for electronic banking Transactions if you have a PIN allocated to your Card. Limits for ATM withdrawals apply to the Republic of South Africa only.
- 8 Unauthorised use of the Card and PIN**
- 8.1 The Cardholder must notify us immediately if they realise that they have lost their Card or that it has been stolen or that their PIN or Card details have been compromised in any way. We will stop the Card as soon as reasonably possible after being advised to do so. To report a lost or stolen Card or compromised PIN or Card details, please contact **0800 020 600** or **011 299 4114**.
- 8.2 **If the loss or theft of the Card or the compromise of the PIN or Card details is not reported immediately, you will be responsible for all transactions concluded with the Card (including cash withdrawals) before we have been asked to stop the Card. Any delay in reporting an incident will be regarded as negligence unless the Cardholder can prove otherwise.**
- 8.3 **Even if we have been notified in terms of clause 8.2, you will still remain liable for all transactions processed:**
- 8.3.1 **through a debit order or recurring transaction to or an electronic funds transfer from your Card Account; and/or**
- 8.3.2 **offline or later, after the Card Account has been closed (merchants do not always process transactions immediately); and/or**
- 8.3.3 **through an electronic device or mobile application that you or the Cardholder had previously authorised.**
- 9 Authority to debit your Card Account**
- 9.1 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.
- 9.2 **You will remain liable for any amounts owing until your Card Account is credited.**
- 10 Statements**
- 10.1 We will provide you with monthly Statements on your Card Account.
- 10.2 You may dispute (i.e. query) all or part of the Statement delivered to you, by sending us written notice of your dispute within 30 days of your Statement Date.
- 10.3 You should contact us at any of our branches or the Customer Contact Centre on the telephone number provided above if you do not receive a Statement or if you require any additional Statements. If you fail to receive a Statement, this will not entitle you to refuse or fail to pay any amount that is due to us.
- 10.4 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 on which you make payment to us or otherwise earn the right to have the Card Account credited.
- 10.5 We may adjust debits or credits to your Card Account and Card Account balances so as to accurately reflect both your and our legal obligations.
- 11 Payments**
- 11.1 **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.**
- 11.2 **Each Repayment will be credited to your Card Account on date of receipt, firstly to satisfy any due or unpaid interest, secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce the amount of the Principal Debt.**
- 11.3 **You must pay the Bank at least the Minimum Repayment amount as indicated on your Statement.**
- 11.4 You agree that, 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, we may debit the unpaid Initiation Fee to the Card Account as part of the Principal Debt and that, if you do 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.
- 11.5 If applicable, the monthly or annual Service Fee referred to in Part A will be debited to the Card Account.
- 11.6 We will notify you in the event of an increase in any legally permissible fee, charge or interest rate in accordance with this Agreement.
- 11.7 **You have the right at any time to pay in advance any amounts owed to us without notice or penalty, 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.**
- 11.8 Certain deposits (for example, bills, debit orders) are subject to a clearance period of 10 Business Days. 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.
- 11.9 **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.**
- 11.10 You will not be entitled to deduct any amount which we may owe to you, from any amount you owe or may in future owe to us under the Credit Facility in terms of this Agreement.
Where applicable, we reserve the right, at our sole discretion to accept payment by means other than Repayment Authorisation.
- 12 Insurance**
- 12.1 The Bank may offer you optional Credit Life Insurance for your outstanding obligations in terms of the Credit Facility, as set out in Part A.
- 12.2 You confirm having been informed of your right to waive a policy of insurance proposed by the Bank and to substitute for it a policy of your own choice. Whether you exercise your right to substitute with an insurance policy of your own choice or not, you must give the Bank a written nomination and authority –
- 12.2.1 authorising the Bank (at the Bank's election) to pay any premium due in terms of the substituted insurance policy during the term of this Agreement on your behalf when it falls due;
- 12.2.2 to debit your Card Account with premiums paid on your behalf on a monthly basis as indicated in Part A;
- 12.2.3 nominating the Bank as a loss payee in terms of the substituted insurance policy when the insured event occurs; and
- 12.2.4 authorising the insurer concerned to make payment, if an insured event occurs, to settle your obligations towards the Bank under this Agreement as a first charge against the proceeds of that policy at any time during the term of this Agreement.
- 12.3 If at any time the Bank proposes to you the purchase of a particular policy as contemplated in clause 12.1, the Bank will disclose to you, in writing, the costs of the insurance for which you are liable, and any additional fees, commission, remuneration or benefit payable to the Bank in respect of the insurance policy concerned, and the premium payable.
- 12.4 You will cede to the Bank any policy of insurance taken out in terms of clause 12.1, if applicable, and will sign all documents necessary to give effect thereto. Such cession is intended as security for your obligations in terms of this Agreement. If you fulfil all your obligations in terms of this Agreement, the cession will be cancelled.
- 12.5 You give consent for us to enquire from your insurer at any time if your insurance policy is still in place and fully paid.
- 12.6 You confirm and acknowledge that the required insurance value under this Agreement is calculated by the Bank for credit risk purposes and does not constitute a formal insurance assessment. It is your responsibility to ensure that your insurance risk is adequately covered.
- 13 Interest**
- 13.1 The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate by a Margin that is determined by us and that 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 legally permissible maximum rate. If we do amend the interest rate, we will advise you in writing within 30 Business Days after the change becomes effective.
- 13.2 If your Card Account has an interest-free period and you pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement, no interest will be charged on your Card Account except for those Transactions listed in clause 13.3.2 below, where interest will be charged from the date of the 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 your 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 and any electronic Card Account purchases or transfers) if the cash advance results in a debit balance on your Card Account, with the understanding that the interest will be calculated from the date of the cash advance to the date on which the amount is repaid in full.
- 13.4 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.
- 13.5 We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.
- 13.6 We may charge and recover from you interest on 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.
- 13.7 Should your employment with the Bank terminate for any reason, you will cease to qualify for the Staff category interest rate and will fall within the non-Staff category. In that event the interest rate will be amended to a rate that would be applicable to the non-staff category provided that the rate does not exceed the maximum allowed in terms of the NCA.
- 13.8 Any amendment to the interest rate would also result in an amendment to the amount reflected in clause 5 of Part A.
- 13.9 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 the new rate does not exceed the legally permissible maximum rate. We will 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. 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 Business Days of your request to do so.
- 14.2 The Statement reflected in clause 14.1 above will only be binding for the date stated and will not include any Transactions performed or processed on or after this date, for which you will also be liable. Any Transactions performed or processed on or after settlement of the Card Account will still be your responsibility.
- 15 Cancellation of the Card**
- The Card will always remain the property of the Bank, and the Bank, without losing any right to any claim it may have against you, has the right to suspend the Card at any time if you are in default under the Agreement, or to demand the return of the Card or to cancel or repeal the Card in the event that the Credit Facility is closed.
- 16 Warranties, Representations and Undertakings**
- 16.1 You warrant and represent to us on the date on which you sign this Agreement and for the duration of this Agreement that: –
- 16.1.1 since application to the Bank for the Loan offered 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 any 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 any administration order referred to in section 74(1) of the Magistrates' Courts Act or subject to any business rescue order; and
- 16.1.1.5 **you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act;**
- 16.1.2 you have the full capacity to fulfil 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 respects true, complete, current and accurate, and that you are not aware of any Material facts or circumstances not disclosed to the Bank that, if disclosed, would adversely affect our decision to make this Credit Facility available to you;
- 16.1.5 you will at all times comply with all legislation applicable to this Agreement and to your activities, including delivering on time, to the Companies and Intellectual Property Commission, signed versions of your annual (consolidated) financial statements in respect of each financial year, in accordance with the provisions of the Companies Act 71 of 2008 or any other applicable laws, anti-money laundering regulations and regulations to combat the financing of terrorism, and all environmental laws and responsibilities;
- 16.1.6 you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement; and
- 16.1.7 you will ensure that the benefits payable under any insurance policies referred to in this Agreement are sufficient to replace the property, assets or debt covered thereby.
- 16.2 You must tell us immediately if you are placed under an administration order, or under debt review, become insolvent or have any form of legal disability. If you apply for insolvency, any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 16.3 It is your duty to take whatever steps are necessary to maintain the Credit Life Insurance as contemplated in clause 10 where required by us for the duration of this Agreement.
- 16.4 **To the extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage we suffer as a result of our reliance on any warranty, representation or information given by you with regard to this Agreement.**
- 17 Credit Limit increases**
- 17.1 The Bank may increase the Credit Limit under this Agreement:
- 17.1.1 temporarily as outlined in clause 17.2; or
- 17.1.2 by agreement with you, subject to clause 20.4; or
- 17.1.3 in response to a written or oral request initiated by you at any time; or
- 17.1.4 with the written consent provided by you in response to a written proposal by us, which may be delivered at any time; or
- 17.1.5 unilaterally in accordance with and subject to the limitations set out in clause 17.4.
- 17.2 An increase in the Credit Facility will be temporary if – we honour (pay in respect of) a payment instrument or instruction issued by you, even where it exceeds the Credit Limit of this Agreement or if 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 event has occurred.
- 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, at the time you applied for this Credit Facility or at any later time, you 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 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 (whichever comes later) 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 Where applicable, we may charge and recover any of the following fees in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legally permissible maximum amount: an Initiation Fee; a Service Fee; the cost of any credit insurance/assurance for which we pay the premiums on your behalf; 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 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 and inform you about the increase in writing no later than 5 Business Days after the date on which the relevant fee changed, setting out the amount of 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 set out in this Agreement.
- 18.6 The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, the insurance and interest, where applicable, as well as Default Administration Charges and Collection Costs referred to below which accrue when you are in default, will not exceed the unpaid balance of the Principal Debt at the time the default occurs.
- 18.7 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 of demand in undefended actions (i.e. legal actions that are not defended by you) in terms of the Magistrates' Courts Act 32 of 1944, in addition to any reasonable and necessary expenses we incur 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 to a dispute resolution agent or the consumer court or the 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 but at least 60 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 we incurred in collecting any amount due and/or payable in terms of this Agreement.
- 19.2.2 Collection Costs will not exceed the legally permissible

maximum in terms of the Supreme Court Act 59 of 1959, the Magistrates' Courts Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court we approach 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 you provided in your application for credit and in this Agreement; and/or details of the conduct on your Card Account; and/or any adverse information as defined in the NCA (we will give you at least 20 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 required by the NCA or other applicable laws.

20.2 Based on its 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 Southern African Fraud Prevention Service ("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 relevant SAFPS members 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 You agree that we may provide any Collateral Provider for this Agreement with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Card Account at their request.

21 Default

21.1 Default in terms of this Agreement will occur:

21.1.1 if you fail to pay any amount payable to us under this Agreement on the due date; or

21.1.2 if there is a Material deterioration in your financial position; or

21.1.3 should the interest and/or costs and/or fees and/or charges be debited to an account other than the Card Account, and if there are insufficient funds available in such account or the Card Account to meet these amounts when they become due and payable; or

21.1.4 if you fail to comply with any legislation or regulations applicable to this Agreement and to your activities, including any environmental laws or responsibilities, anti-money laundering regulations and regulations to combat the financing of terrorism or any applicable company laws; or

21.1.5 if 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

21.1.6 if any Collateral Provider commits any breach of its obligations to us in terms of 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

21.1.7 should you or any Collateral Provider –

21.1.7.1 being a Natural Person, publish a notice of the voluntary surrender of your/his estate or die or be placed under administration or debt review or commit an act of insolvency as defined in the Insolvency Act 24 of 1936 or should an application or any other proceedings have been brought against you/him or in respect of you/him, in terms of which you are/he is sought to be sequestered or placed under curatorship, whether provisionally or finally, and whether it is voluntary or compulsory; or

21.1.7.2 not being a Natural Person, be dissolved, deregistered, wound up or liquidated, whether provisionally or finally and whether it is

voluntary or compulsory, or pass a resolution providing for any such event; or be deemed to be unable to pay your/its debts; or resolve to begin business rescue proceedings voluntarily or have any business rescue proceedings commenced against you/it; or

21.1.8 if, where applicable, a court grants a garnishee order attaching part of a Collateral Provider's income to settle any amount owing by the Collateral Provider; or

21.1.9 if the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite a request from us for Repayment of the full amount owing, you have failed to repay this remaining settlement amount; or

21.1.10 should you or any Collateral Provider compromise or attempt to compromise with your/its creditors generally or defer payment of debts owing to your/its creditors; or

21.1.11 **you default in the due and punctual performance under any other agreement including but not limited to any other agreement concluded between you and a third party or any other loan/credit facility between you and the Bank and (if such default is capable of being remedied) same has not been remedied to the satisfaction of the Bank within 14 (fourteen) days' from the date of any written notice given by the Bank to the Borrower to remedy the default; and/or**

21.1.12 if 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

21.1.13 should you or any Collateral Provider generally do or omit to do anything that may affect our rights or Collateral in terms of this Agreement; or

21.1.14 if 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 days after the date on which it is issued.

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, an alternative dispute resolution agent, a consumer court or an Ombud with jurisdiction or the 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 on your account or suspend the Credit Limit or Reduced Credit Limit on your Card Account without notice to you; and/or withdraw the Credit Limit or Reduced Credit Limit on 10 Business Days' written notice 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 securities held.

21.3 We may commence legal proceedings if we have given you notice as referred to in clause 21.2 above and if you have been in default under this Agreement for at least 20 Business Days and at least 10 Business Days have elapsed since we delivered the notice contemplated in clause 21.2 and you have not responded to that notice or have rejected our proposal.

21.4 We may exercise our rights in terms of clause 21.3 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 24.2 and 24.5, 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 as well as the legal costs and charges set out in clause 19 above.

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 date 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 you generally do or omit to do anything that may cause us to suffer any loss or damage, if you become or are likely to become Sanctioned or if we 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 if you are involved in any illegal or terrorist activities. Under these circumstances we may immediately restrict activity on 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 you owe to us.		at which you must deliver all notices required in terms of this Agreement ("our notice address").
21.8	If we close or restrict activity on your Card Account or suspend your Credit Limit or Reduced Credit Limit or we do not process a Card payment for any reason (including when we make a decision based on fraud and other velocity parameters that we have in place), we will not be legally responsible (liable), directly or indirectly, for any damages, arising from 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.	25 25.1 25.2	Cession by the Bank You hereby agree that, to the extent permitted by law, we may, without further notice to you, cede and transfer all or any 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 if that cession or delegation may result in a splitting of claims against you. You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
22 22.1	No liability 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 the provision of services. We will give you timely notice if scheduled maintenance will cause an interruption or a delay in service provision.	26 26.1	Cession by the Bank To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede and transfer all or any 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 if that cession or delegation may result in a splitting of claims against you.
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 point-of-sale terminal or ATM, or our supporting or shared networks or other systems, where applicable, resulting from circumstances beyond our reasonable control.	26.2	You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
23 23.1	Disclaimers You use your Card at your own risk. Our liability for any loss is limited to the fees you pay us. We are not responsible for indirect damages no matter how they are caused.	27 27.1	General 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:
23.2	You are responsible to us for all loss that we or any other person may suffer because of you or an additional Cardholder using the Card or because you or an additional Cardholder did not comply with this Agreement.	27.1.1 27.1.2 27.1.3 27.1.4	27.1.1 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 Sanctioned Entity; 27.1.2 you will not give 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 Sanctioned Entity; 27.1.3 you are not involved in any illegal, terrorist or prohibited activities; and 27.1.4 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 applicable law.
24 24.1	Addresses for notices You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address as set out in Part A.	27.2	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 that the Bank and/or the Group may incur or sustain in connection with or arising out of:
24.2	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, 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.	27.2.1 27.2.2	27.2.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; or 27.2.2 the breach of any warranties as set out in clause 25.2 above. (You must make payment under the above indemnity 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, and can be accepted by the Group at any time and in any manner permitted by law.);
24.3	You must give us written notice to change your notice address, postal address, or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.	27.2.3	27.2.3 any claims, demands or actions made against the Bank or losses or damages suffered by the Bank because it so acted or declined to act in accordance with any queries, instructions, information or other communications furnished to the Bank, or reasonably appear to have been furnished to the Bank, transmitted via electronic means, including but not limited to emails and instructions received and processed on any digital; media platform (Instructions), excluding losses arising solely and exclusively from the gross negligence or fraudulent acts of the Bank and/or its employees.
24.4	Notice to you will be deemed to have been received on the 5th Business Day after it was posted if it was sent by prepaid registered post or on the 7th (seventh) Business Day after it was posted if it was sent by ordinary mail or on the day of delivery if it was delivered by hand or on the 1st (first) Business Day after the date on which it was sent if it was sent by email.	27.3	You will be bound by any Instructions received by the Bank which purport to emanate from (come from) you or from any purportedly duly authorised third party on your behalf via
24.5	Despite anything to the contrary set out in this clause 23, a written notice or communication actually received by you will be deemed to be an adequate notice or communication to you even if it was not sent to or delivered at your notice address, postal address or email address. You hereby agree that where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.		
24.6	We choose the address set out on page 1 of Part A as the address		

- electronic means, including but not limited to emails and instructions received and processed on any digital media platform.**
- 27.4 If your Repayment Due Date or the date for 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.
- 27.5 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 the Agreement, which will continue with full force and effect.
- 27.6 Despite anything to the contrary in any of the clauses in this Agreement or the Collateral, save for notices referred to in the clause headed Default, any communication or amendment that does not require signature by you, may be made by electronic mail correspondence or other electronic means (including by way of posting to a digital media platform) if the Parties:
- 27.6.1 notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means;
- 27.6.2 notify each other of any change to their electronic mail address or any other such information supplied by them on not less than 5 Business Days' notice; and
- 27.6.3 agree that, unless and until notified to the contrary, this is to be the accepted form of communication.
- 27.7 Any novation and cancellation or any other agreed amendment to this Agreement will be made:
- 27.7.1 in writing or via the Bank's approved electronic contracting processes and signed by both you and us; or
- 27.7.2 telephonically.
- 27.8 We will provide or make available to you a document reflecting the agreed amendment to this Agreement, no later than 20 Business Days after the date of the amendment.
- 27.9 The utilisation of an electronic signature as prescribed by the Bank's electronic contracting processes and for purposes of this clause will be legally binding in the same manner as a signature on paper.
- 27.10 Any version of the Agreement translated from this English version will be provided to you, on request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in the 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 the Agreement will be based on this English version.
- 27.11 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. .
- 27.12 To the extent permitted by law, no special consideration we may give you will be seen as a waiver of any of our rights under this Agreement nor will it in any way affect any of our rights against you.
- 27.13 If you apply for insolvency proceedings, any amounts outstanding under this Agreement will immediately become due, owing and payable to us.
- 27.14 A certificate 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.
- 27.15 If you experience difficulty in meeting the 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 overindebted. Should the debt counsellor determine that you are overindebted, they may issue a proposal to the Magistrate's Court recommending that it declare 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.
- 27.16 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, to file a complaint with the Tribunal or the National Consumer Commission in respect of the CPA or with the National Credit Regulator in respect of the NCA; and/or to 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.
- 27.17 The contact details of the Credit Bureau, National Credit Regulator, Tribunal and Banking Ombud are available on request and will also be available on our website.
- 27.18 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 adequate for the purpose of ensuring compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.
- 27.19 If your Card Account was opened before 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 before 1 June 2007 are applicable to your Credit Facility. In this case please ignore the above terms and conditions.
- 27.20 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.
- 28 Data Protection**
- 28.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes as well as the purposes set out below.
- 28.2 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), 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 to, from and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 28.3 You give consent for us to Process your Personal Information:
- 28.3.1 for the purpose of providing products and services to you in terms of this Agreement and providing any other products and services for which you may apply.
- 28.3.2 for the purpose of carrying out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing products and services and developing new ones).
- 28.3.3 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.)
- 28.3.4 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, including our insurers, who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.)
- 28.3.5 within the Group.
- 28.4 You give consent for us to disclose your Personal Information to Collateral Providers.
- 28.5 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request.
- 28.6 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.