

Terms and Conditions

1. Definitions

In these terms and conditions, the following words will have the following meanings, unless the context clearly indicates another meaning:

- 1.1. "Account" means the credit account created by us in respect of your credit facility whereby we record all transactions processed on your card, as well as any amounts debited or credited to your account;
- 1.2. "Act" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time;
- 1.3. "Agreement" means the terms and conditions contained in this document, read with the pre-agreement and the application form completed by you, and any changes thereto;
- 1.4. "Card" means the *Factorie* branded plastic card issued by us to you, or any other identification device that we may determine from time to time, in order for you to access the credit made available to you through your credit facility;
- 1.5. "Consumer Protection Act" means the Consumer Protection Act, No. 68 of 2008, together with its regulations, as amended from time to time;
- 1.6. "Credit facility" means the credit that we provide to you, and that you have applied for, in terms of the Act for the duration of this Agreement;
- 1.7. "Debit order" means (at our choice) a standard debit order or an early debit order whereby we instruct your bank to deduct an amount from your bank account and to pay that amount directly over to us on your behalf. The amount deducted will vary every month depending on your monthly instalment and may include any other amounts that may be due to us, from time to time, but will never exceed what is due and payable;
- 1.8. "Initiation fee" means a fee charged by us to you in order to create a credit facility for you;
- 1.9. "Major sanctioned country" means any one of the following listed countries: Crimea, Cuba, Iran, North Korea, Sudan and Syria. This list may change from time to time;
- 1.10. "Merchant" means Cotton On South Africa Proprietary Limited (Registration Number: 2010/019085/07) of 1 Emfuleni, 79 Crasula Crescent, Gallor Manor 2052; or any person to whom it transfers any of its rights or obligations under this agreement;
- 1.11. "Personal information" means any information that we receive about you, including but not limited to your name, identity number, contact information, employment and financial information.
- 1.12. "Reference rate" means the rate used by us to determine the interest charged by us to you for use of the credit facility;
- 1.13. "Secondary card" means the additional card issued by us for use by the secondary cardholder to access the credit made available by us to you through your credit facility; and
- 1.14. "Secondary cardholder" means the person whose personal information you have given us and whom you have chosen to make use of your credit facility by means of the secondary card;
- 1.15. "Service fee" means a fee charged by us to you for the administration of your credit facility.

2. Our contact details

- 2.1 RCS Cards Proprietary Limited (Registration Number: 2000/017891/07) is a registered credit provider and authorised financial services provider, of Golf Park 6, Golf Park, Raapenberg Road, Mowbray 7700 (hereinafter referred to as "us", "we", "our").
- 2.2 Our contact details are:
 - 2.2.1 Telephone: 0861 222 768
 - 2.2.2 E-mail: factorie@rcsgroup.co.za
 - 2.2.3 Postal address: P.O. Box 111, Goodwood, 7459
 - 2.2.4 Website address: www.rcs.co.za

3. Application

- 3.1. By completing, signing and submitting an application, you:
 - 3.1.1. are applying to us for a credit facility. This agreement, read together with our self-service portal terms and website terms of use, where applicable, contains the terms and conditions upon which we are willing to provide such a credit facility to you; and
 - 3.1.2. confirm that you have read and understand these terms and conditions, the meaning and consequences of this agreement; and

- 3.1.3. confirm that you are the person whose details you have given to us as the applicant in the application form.
- 3.2. All information that you provide us with must be truthful, complete, accurate and correct. You must immediately notify us if any of your information changes. If your application is not complete or if you don't provide us with any required documentation, we may contact you to obtain the required information or documentation; or we may approve or reject your application.
- 3.3. At the time of you applying to us for credit or, should your application be successful, at any time during the existence of this agreement, you must immediately notify us if:
 - 3.3.1. you have a direct or indirect link(s) to a major sanctioned country (for example, you currently reside in Cuba or you conduct business in Iran); or
 - 3.3.2. you are or become a citizen, resident or national of the United States of America; or
 - 3.3.3. you relocate to any place outside of the Republic of South Africa.
- 3.4. Should any of the events in clause 3.3.1 to 3.3.3 apply to you, we have the right to not enter into this agreement with you, or if your application was already approved at the time that we come to learn of such events, we have the right to immediately terminate this agreement on notice to you. Our rights in terms of this clause shall apply irrespective of whether you notified us in terms of clause 3.3 above or whether we established independently that the clause(s) applies to you.
- 3.5. Should the major sanctioned country list be updated by us, your obligations in terms of clause 3.3.1 above and our rights in terms of clause 3.4 will apply to such updated list.
- 3.6. Your application for credit (or a credit limit increase) is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. We are, however, not obliged to grant your application.
- 3.7. You consent to us obtaining any information or documentation directly from your employer, bank, credit bureau or any other source for the purposes of assessing your application or any credit limit increase.
- 3.8. If your application is successful, we will provide you with a pre-agreement, as well as the terms and conditions. The pre-agreement will set out the amount of credit that you qualify for, your interest rate and it will show you how much interest and fees you will pay over a 12-month period if you use the full available credit.
- 3.9. Subject to the provisions of the Act, we may from time to time change the terms of this agreement. If we do, we will notify you hereof and upload the new terms onto our website. If you do not agree with the new terms, you must immediately let us know so that we may close your account (you will remain liable for the outstanding balance on your account). Any other changes made to this agreement must either be recorded by us telephonically and thereafter confirmed by us in writing or must be agreed to in writing in order to be valid and binding. If we change the terms of this agreement, it does not mean that a new agreement will automatically come into place.

4. Your card

- 4.1. You are the only person that may use your card. You cannot transfer your card to another person or authorise or enable someone else to use it. If you apply for a secondary card, only the secondary cardholder may use that card.
- 4.2. When you receive your card (or, if applicable, the secondary card), you (or, in the case of the secondary card, the secondary cardholder) must immediately sign it with a black ballpoint pen. Should you not collect your card from a merchant within 180 days of approval, your card will no longer be valid and you will have to apply again; in which event, we cannot guarantee that you will be extended credit again or that you will receive the same credit limit again.
- 4.3. Unless we tell you otherwise, you may use your card to purchase goods or obtain a service from the merchant on credit, provided that you each time:
 - 4.3.1. present your card to the merchant at the time of purchase; and
 - 4.3.2. sign a sales voucher acknowledging the purchase.In the case of online transactions, you present your card to the merchant when providing your card details online and acknowledge the purchase when you comply with the check-out procedures of the applicable website.
- 4.4. We will debit your account with all credit transactions made using your card, unless you can prove that someone has fraudulently used your card and/or that the merchant processing the transaction did not have the authority to debit your account with the amounts concerned. If so, you will not be held liable for such fraudulent or unauthorised use, unless the provisions of clause 4.6 below are applicable.

- 4.5. When you access your available credit, you may select any of our available repayment plans to pay us back, however, in some instances a minimum spend may apply. We may change the features or cancel any repayment plan at any time on notice to you. You must select a payment plan before the transaction is processed. If you fail to do so, we will select a plan for you. You cannot change the payment plan for a particular transaction after the transaction has been processed. You also cannot select more than one payment plan to apply to a single transaction.
- 4.6. You are responsible for the safekeeping and proper use of your card. If you lose your card or if it is stolen, you must immediately tell us by calling us. You will not be held liable for credit transactions made on your account after you reported your card stolen or lost, unless we are entitled to hold you liable in terms of the Act or if you were negligent in safeguarding your card or if you didn't let us know without unnecessary delay that your card was stolen or lost.
- 4.7. We may charge you a nominal fee for a secondary card or any replacement card issued to you, which fee will be charged to your account.
- 4.8. Even though you have possession of it, your card will always remain our property and we have the right, at any time, to withdraw, block, replace or demand the return of the card, without losing any right to any claim that we may have against you.
- 4.9. If you apply for a secondary card:
 - 4.9.1. Unless otherwise stated, the terms of this agreement relating to the card apply equally to the secondary card;
 - 4.9.2. A secondary card will entitle a secondary cardholder to access the available credit on your credit facility and make purchases on your account, without your signature being required at the time of purchase.
 - 4.9.3. It is your responsibility to ensure that the secondary cardholder complies with the applicable terms and conditions of this agreement.
 - 4.9.4. If you nominate a secondary cardholder that at the time your application for a secondary card is younger than 18 years old: 1) you acknowledge that by issuing a secondary card to him/her, we are not entering into a credit agreement with him/her; 2) you confirm that he/she is at least 16 years old as at the time of application; 3) you confirm that you are his/her parent or legal guardian; and 4) you consent to the use of the secondary card by him/her. We reserve the right to cancel any secondary card in the event of any of the above statements being false.
 - 4.9.5. Where the secondary cardholder makes a purchase using the secondary card, the purchase amount will be debited to your account. You are therefore responsible for payment of any purchases made on the secondary card. You are also responsible for any interest, fees or charges that we may raise on your account as a result of any purchases made on the secondary card.
 - 4.9.6. Should you wish to change the secondary cardholder or cancel your secondary card, you may do so by contacting us. After receiving confirmation of such a change or cancellation, as the case may be, you must immediately destroy the old secondary card. Failure to do so will result in you being liable for any purchases made on the old secondary card after such change or cancellation.
 - 4.9.7. The secondary card will not entitle you or the secondary cardholder to additional credit. The credit limit on your credit facility will not increase through the issuance of a secondary card.
5. Credit limit and available credit
 - 5.1. Your card may be used for credit transactions up to a predetermined amount. You (or, where applicable, the secondary cardholder) may not exceed this limit. Your initial credit limit will be reflected on your pre-agreement and your credit limit will always be reflected on your statements.
 - 5.2. We have the right to at any time perform an assessment of your creditworthiness and may reduce your credit limit should we deem it in your best interest.
 - 5.3. Should you wish to receive a temporary credit limit increase, or should we increase your credit limit temporarily, in order to allow a transaction or a series of transactions on your account, such an increase will be for a limited time only. You must repay the amount of the increase in full with your next instalment.
 - 5.4. Should you at any time wish to increase your credit limit, or wish to receive automatic annual increases, you may advise us thereof in writing or telephonically. Any such credit limit increase will, where applicable, be subject to our scoring criteria and the provisions of the Act and this agreement. Your new credit limit will be reflected on your statements.

- 5.5. When you use your card for a credit transaction (for example, you purchase goods on credit), your available credit will reduce as shown on your statement. Similarly, when you make a payment, your available credit will increase, however, as payments may take up to 3 days to reflect in our bank account, such credit may not always be available immediately.
- 5.6. Your credit facility may only be used to access the credit available to you. You may not make payments in excess of your outstanding balance or credit limit. If you do, we have the right to immediately refund the amount of such credit balance to you and we may immediately terminate this agreement on notice to you. If, for whatever the reason may be, we are unable to refund you, we will retain the amount until such time as we are able to refund you or the law deems that you have forfeited the amount to us, without losing our right to immediately terminate this agreement.
- 5.7. You may access cash from your credit facility by making use of the cash advance option that may be available on your card, subject to the following qualification criteria:
- 5.7.1 Your account with us must not be in arrears and must be older than 3 months;
 - 5.7.2 We may impose a minimum and/or maximum amount that you can withdraw from time to time;
 - 5.7.3 Repayment of the cash advance is only permitted on selected repayment plans; and will form part of your monthly instalment;
 - 5.7.4 You can access the cash advance option by calling us or, if available, use the self-service portal; or through any other channel that we make available from time to time;
 - 5.7.5 We will check if you meet the requirements for accessing this option and if so, we will let you know the amount that is available to you for withdrawal and the options for repayment;
 - 5.7.6 If you let us know that you want to proceed with the withdrawal, we will process the transaction on your facility and pay the amount selected by you in South African Rand into a bank account in your name;
- 5.8 Notwithstanding the above, we reserve the right to amend our qualification criteria from time to time. If we do so, we will let you know at the time of your request for a cash advance.

6. Merchants

- 6.1. When you make a purchase at any merchant, we will, on your behalf, pay that merchant the amount owing to the merchant in terms of such a transaction.
- 6.2. In terms of s5(2)(d) of the Consumer Protection Act, as amended, the rights afforded to you by the Consumer Protection Act do not apply to credit agreements, however, they do apply to the goods purchased and/or services obtained in terms of that credit agreement. Therefore, a dispute that you have about the goods and/or services (including but not limited to the return of goods) must be resolved directly with the merchant.
- 6.3. If you have a dispute with a merchant, that dispute will not entitle you to—
- 6.3.1. instruct us to refuse to pay the merchant for goods purchased or services obtained by you on your card; or
 - 6.3.2. refuse to pay us for payments already made to the merchant, irrespective of whether such payment was made in respect of the goods that are the subject-matter of a dispute, or
 - 6.3.3. instruct us to reverse a payment already made to the merchant.
- 6.4. We will not be liable to you if any merchant refuses to accept your card as payment for any goods purchased or services obtained with your card. You will not have the right to claim anything from us or to institute any counterclaim against us or to apply set-off against us on this basis or any other basis whatsoever.
- 6.5. Any refund by a merchant to you must be paid to us so that we can credit your account.
- 6.6. When we receive a credit voucher issued by a merchant for goods purchased or services obtained by you with your card, we will credit your account with the amount of the credit voucher.
- 6.7. If you receive a refund directly from a merchant for any goods purchased or services obtained from such merchant on your account, you will remain liable for any fees and costs that we are entitled to charge or have charged to your account in terms of this agreement.

7. Insurance

- 7.1 For your protection your credit facility must include customer protection insurance. The customer protection insurance product offered by us is underwritten by the insurance company, Guardrisk Insurance Company Limited for accounts opened before 1 October 2020 and by Guardrisk Life Limited for accounts opened on or after 1 October 2020; and covers the following:
- 7.1.1 death cover or permanent disability (which covers your full outstanding balance); or

7.1.2 temporary disability (covers up to 12 months' instalments); or

7.1.3 loss of income (which covers up to 12 months' instalments).

7.2 Full details and terms of this customer protection insurance product are set out in the application form, read together with the insurance policy wording.

7.3 You have the right to waive the customer protection insurance product offered by us and to substitute it with a policy of your own choice, which covers the same benefits and which policy must then be ceded to us with certain written directions as stated in the Act.

7.4 Your insurance premiums will be billed to your account and collected as part of your instalment. You will only have insurance cover if your account is not in arrears.

8. Interest & fees

8.1 Subject to the provisions of the Act, we will determine the amount of any interest, fees and other costs that will be charged to your account. These amounts will be shown on your statement.

8.2 The rate of interest that we charge to your account will be reflected on your pre-agreement, but will never be more than the maximum annual interest rate permitted by the Act from time to time. The interest rate will be linked to the reference rate and changes to that rate will result in changes to the interest rate charged on your account. You will be informed of any changes to the interest rate within 30 days after such change.

8.3 In the event of a change in the interest rate, the interest calculation on the budget plan will remain the same for the remainder of the repayment period, but the interest calculation on your revolving facility and any new budget plan will be charged at the new rate.

8.4 Interest will be calculated on a daily basis and added to your principal debt (in other words, compounded) on a monthly basis.

8.5 If you are in arrears, additional interest will be charged on overdue amounts at the same rate as the interest rate applicable in terms of this agreement. If you are paying by debit order, this arrear interest will be collected with your next debit order.

8.6 If at the time of making a purchase on your card, you selected an interest-free repayment plan, we will not charge you interest on that purchase, provided that your account is not in arrears. If your account is in arrears, we will convert that purchase to an interest-bearing repayment plan for the remainder of the plan term.

8.7 If you access the credit on your card and pay the full amount so accessed on or before the due date reflected on your next statement, we may decide not to charge any interest in respect of that credit transaction. If we decide to do so, this will not mean that we may never again charge interest to you.

8.8 We will periodically charge you a service fee. This will apply for as long as your account is open. The amount and frequency of the service fee will be set out in your pre-agreement, however, we may change this amount on notice to you. We will, however, never exceed the maximum cap as set out in the Act.

8.9 We may charge you a once-off initiation fee. The amount of the initiation fee will be set out in the pre-agreement. You may choose to pay the whole initiation fee with your first account payment. If you choose this option, you must let us know at the time of applying to us for credit, otherwise we will add this fee to your account as part of the principal debt so that you may pay it off in instalments.

9. Statement

9.1 We will periodically send you an electronic statement of account, which will show:

9.1.1 all transactions relating to your account;

9.1.2 the interest and other charges debited to your account;

9.1.3 payments made, as well as the balance outstanding;

9.1.4 how much you are in arrears by, if any;

9.1.5 the minimum amount payable; and

9.1.6 the due date on or by which you must pay the outstanding balance.

9.2 It is your responsibility to check your statement. Unless you notify us within 30 days of the date of your statement that you dispute your liability for any debit appearing on your statement, you will be deemed to be liable therefor. Similarly, you must let us know if any payment made or credit received by you is not reflected on your statement.

9.3 If we are notified late of a transaction on your account, such late transaction will be reflected on your account as and when we are notified thereof, notwithstanding the fact that you may have transacted with the merchant at an earlier time.

- 9.4. The frequency of statements will be at our discretion, provided that no more than 3 months shall pass between delivery of successive statements of account. If there has been no activity on your account in a particular statement month, we may elect to not send you any statement in respect of such a statement month.
- 9.5. If you have provided us with an e-mail address, we will send you statements via e-mail. Alternatively, we may send you statements via SMS or MMS, using the cellphone number that you gave us in your application form.
- 9.6. Non-receipt of statements does not free you from your obligation to pay us. You may obtain your account information from us telephonically or through the self-service portal.
10. Payment & settlement
- 10.1. You must pay at least the minimum amount payable as indicated on your statement by the due date, which amount is made up of the sum of:
- 10.1.1. the instalment on the revolving plan;
 - 10.1.2. the sum of the fixed repayments on the budget plan(s);
 - 10.1.3. any arrears; and
 - 10.1.4. fees and charges.
- 10.2. We will deem all payments made by you to be made paid on the date that we receive such payment and the payments shall be allocated in the following order:
- 10.2.1. payment of due or unpaid interest, and thereafter
 - 10.2.2. payment of due or unpaid fees and charges (including any insurance), and finally
 - 10.2.3. payment of the principal debt, it being agreed that your oldest debt will be paid first and according to the hierarchy of your revolving credit balance and thereafter according to the sequence of any further budget plan (if any) as entered into.
- 10.3. You can pay your account through any of our approved payment methods from time to time, such as at selected stores, by debit order, on our website (where available) or by electronic funds transfer into our bank account. The method that you choose will be at your risk. Payments will only be effected when we receive and process it.
- 10.4. If you are paying by debit order and your payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the business day before your usual payment date.
- 10.5. If you make a payment using the incorrect reference, your payment may not be allocated to your account. It is your responsibility to check your statements and to let us know if any payment is not reflecting on your account.
- 10.6. You may prepay any amount owed to us at any time, however, making a prepayment will reduce your outstanding balance and not entitle you to skip a payment.
- 10.7. If you wish to pay us by debit order and you have indicated this to us in the application form, you authorise us (and mandate your bank) to deduct your monthly payments, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account. If your account is in arrears, you authorise us (and mandate your bank) to also deduct such arrear amount, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account through an additional debit order.
- 10.8. If your debit order is unpaid by your bank due to insufficient funds, we may track your account and re-present the instruction for payment as soon as sufficient funds are available. If your debit order is still unpaid by your bank, you must make the minimum payment due as indicated on your statement directly to us by the due date for such payment in order to keep your account from going into arrears.
- 10.9. If your debit order authorisation lapses due to there being no funds available in your bank account, you must contact us to provide us with a new debit order authorisation if you want to continue paying by means of a debit order.
- 10.10. If you wish to settle your account, you must first contact us to obtain a settlement amount. Settling your account does not automatically mean that your account will be closed. If you want to close your account, you must contact us and instruct us to do so.
- 10.11. You must immediately let us know if during the term of this agreement:
- 10.11.1. You apply for sequestration or to be placed under administration;
 - 10.11.2. You are placed under curatorship so that you are no longer able to manage your own financial affairs; or

10.11.3. You apply for debt review.

11. Arrear accounts & debt enforcement

- 11.1. If your account goes into arrears:
 - 11.1.1. you will be charged default administration costs and any other costs and fees relating to debt collection activities;
 - 11.1.2. default information will be submitted to the credit bureaus, which may affect your ability to obtain further credit;
 - 11.1.3. we may suspend your credit facility and give you notice before closing your account, in which event you must immediately pay your account in full;
 - 11.1.4. your account may be handed over to debt collection agencies for the recovery of the arrear amount, the costs of which you will be responsible for.
- 11.2. If your account has been in arrears for a period as determined by us from time to time, during which period you failed to make any payments on your account, your account will automatically be classified as "written off" and will be closed on notice to you. If this happens, we may choose to also terminate this agreement.
- 11.3. If we have to institute legal action against you in court, you will be liable for all costs incurred, including but not limited to legal costs on the scale "attorney and own client" (which means the costs incurred by us for the attorney's professional services, plus any expenses and costs incurred by such attorney in trying to recover the arrears plus costs from you), as well as collection charges, tracing fees and taxes hereon.
- 11.4. We may approach a court to take judgment against you for the debt owed by you to us in terms of this agreement. If we do, a certificate signed by any one of our managers (whose appointment and authority need not be proved) stating the amount that you owe us and the applicable interest rate, shall be accepted as sufficient proof of your indebtedness and shall be deemed correct unless you are able to prove otherwise.
- 11.5. The address that you gave us when completing the application is the address that you choose where legal documents may be served on you. If we are able to serve documents on you electronically, the e-mail address and/or cellphone number that we have on record for you will be used. If you wish to change your physical address, e-mail address and/or cellphone number, you must give us notice hereof and any such change will take effect 7 business days after we receive such notice.
- 11.6. If you have a query or complaint, contact our customer services department for a resolution. If you are not satisfied with the outcome of your query or complaint, you have the right to resolve the matter by way of alternative dispute resolution or you can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make application to the National Credit Tribunal.

12. Termination

- 12.1. If one or more of the following happens:
 - 12.1.1. you don't pay any amount that is due to us on or before the due date;
 - 12.1.2. you fail to comply with any term or condition of this agreement, our self-service portal terms or our website terms of use;
 - 12.1.3. your estate is sequestered;
 - 12.1.4. you pass away;
 - 12.1.5. you make any untrue, misleading or incorrect statement or representation to us;
 - 12.1.6. you fail to disclose information regarding this agreement or during your application;
 - 12.1.7. you breach any local or international laws or regulations relating to trade sanctions or financial intelligence and securities;
 - 12.1.8. you do anything that may prejudice our rights;then, all amounts owing by you will become due and payable immediately and we may immediately terminate this agreement, without prejudice to any other right in law that we may have against you (or your estate).
- 12.2. If we exercise our right to terminate this agreement in terms of any of the provisions hereof and there is an outstanding balance on your account, all amounts owing by you will immediately become due and payable by you (unless we make other arrangements with you).
- 12.3. You may terminate this agreement at any time by contacting us and informing us hereof. We will provide you with a settlement amount that you must pay us and after receipt and processing of such payment, we will close your account. If you wish to reopen your account, you will need to apply again; in which event, we

cannot guarantee that you will be extended credit again or if your application is successful, that you receive the same credit limit again.

12.4. If you do not use your credit facility for a continuous period determined by us from time to time, your account will be closed on notice to you. If this happens, we may choose to also terminate this agreement.

13. Personal information

13.1. We will keep your personal information for as long as we need to or have to by law. We will not disclose your personal information to anyone unless we are acting in terms of this agreement or we need to do so in order to comply with this agreement. We will also disclose your personal information where we are obliged to by law, in terms of a court order; or where we have your consent.

13.2. You agree and consent that we may process, record and/or disclose your personal information, including details of any transactions on your account, to:

13.2.1. assess any application that you make with us for credit or other financial services (we will sometimes use a standard credit-scoring or other automated decision-making system to do this);

13.2.2. manage your credit facility (and policies, if any), and make decisions on questions about any application, agreement or correspondence which you may have with us;

13.2.3. search credit bureaus, credit reference, fraud prevention agencies' records or any other third party's records so that we can manage your account and make decisions about credit, including whether to make credit available, to continue making credit available to you or extend further credit to you;

13.2.4. carry out, monitor and analyse our business;

13.2.5. contact you by post, by phone, by e-mail, by SMS or other electronic means or in any other way about other products and services which we consider may interest you, unless you tell us that you would prefer not to receive such offers;

13.2.6. any person or company working for or with us;

13.2.7. any insurer, if you arrange insurance through us;

13.2.8. any organisation which underwrites or supports any of our products which you hold;

13.2.9. the merchant or any of our retail partners;

13.2.10. any guarantor of your obligations under this agreement;

13.2.11. any payment system under or through which your account is paid;

13.2.12. any person to whom we transfer any of our rights or obligation under this agreement;

13.2.13. any person or company (including any direct marketing agencies) with whom we interact in order to supply to you, or provide to you or market to you any product or service that we believe you may be interested in, unless you tell us that you would prefer not to receive such marketing;

13.2.14. any third party who processes your personal information on our behalf (including third parties who are located and run their business outside of the Republic of South Africa);

13.2.15. any third party debt collection agency or attorney appointed to collect any monies you owe us; and

13.2.16. anyone you authorise us to give your personal information to.

13.3. The consents that you are providing us with in terms of clause 13.2 above shall apply even if we do not grant your application for credit.

13.4. To the extent lawful, we may transfer, license or otherwise authorise the use of any of your personal information.

13.5. In the event that we hand your credit facility over to a debt collection agency or an attorney for collection or legal action, you agree and consent to us releasing some personal information about you to such third party.

13.6. From time to time we may monitor your account in order to comply with our obligations in terms of financial intelligence and securities laws, as well as international sanctions regulations.

13.7. We may also monitor and record all telephone calls and other interactions with you.

14. Bureaus

14.1. You consent to and agree that we may at any time (even if you are no longer a cardholder, as permitted by law):

14.1.1. make enquiries to obtain or confirm any information about you;

14.1.2. submit to any credit or other bureau (or a third party) any information about you or provided to us by you in your application or about the application, transacting, opening and closing of this agreement and account;

- 14.1.3. seek, verify and receive information from any credit bureau or third party (with whom you have financial relations at any time) when assessing your application or your creditworthiness, and also at any time during the existence of your account;
- 14.1.4. provide, disclose and register the existence of this agreement and any personal information, and details relating thereto, to any credit bureau or third party (with whom you have financial relations at any time) sharing positive and negative information about you or your credit account, including any non-compliance with this agreement.
- 14.2. You acknowledge and understand that a credit bureau will provide us with credit profile information and possibly a credit score reflecting your creditworthiness.
- 14.3. Subject to the provisions of the Act, we will be entitled to obtain and disclose your information:
 - 14.3.1. within our group of companies or associated companies;
 - 14.3.2. if we think it is necessary or may be of benefit to you;
 - 14.3.3. where we are legally compelled to do so;
 - 14.3.4. where it is in the public interest to disclose; or
 - 14.3.5. where our interests require disclosure.
- 14.4. The bureaus may record details of our searches about you. We will also release information to them about any account that you hold with us, including information about any payments you have missed. Information held by them may be linked to other people with whom you have a financial association. If you give us false or inaccurate information and we suspect fraud, we will inform them thereof.
- 14.5. You have the right to challenge information reflected at the credit bureau. You have the right to contact the credit bureau, have your credit record disclosed to you and to have inaccurate information corrected.
- 14.6. The credit bureaus used by us can be contacted at: *Transunion Credit Bureau*, Wanderers Office Park, 52 Corlett Drive; Illovo, Tel: 011 214 6000; *Experian*, Experian House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, Tel: 011 799 3400; *Compuscan*, Compuscan House, 3 Neutron Ave, Techno Park, Stellenbosch, Tel: 021 888 6000; *XDS*, 11-13 St. Andrews Street, Oakhurst Building, Parktown, Johannesburg, Tel: 011 645 9100.
- 14.7. We cannot be held responsible for any loss that you may suffer or damage that you may incur caused by any credit bureaus or agency.

15. General

- 15.1. When you use our website or any of our other electronic channels, you do so entirely at your own risk. We cannot be held liable for any damage or loss sustained by you, or a third party, arising out of your access or use of our electronic channels, or reliance on any information contained thereon. You indemnify us accordingly. We do not warrant that the functions provided by these channels will be uninterrupted or error free, or that the website or the server that makes it available are free from viruses or other harmful components. We further do not warrant that the content or information displayed is always accurate, complete and/or current. The provisions of this clause applies together with our website terms of use and our self-service portal terms.
- 15.2. Should you wish to receive copies of documents relating to your account, you must advise us of the manner in which you want these to be delivered to you (provided we have the ability to effect the delivery you choose). In certain instances, we are entitled to charge a fee for such copies.
- 15.3. We may sell, cede, assign or transfer any of our rights or obligations under this agreement or arrange for any other person to carry out any of our rights or obligations under this agreement without your consent and without notice to you.
- 15.4. We will not be liable for anything outside of our reasonable control (for example, a failure of computer systems, or power failures which happen for reasons outside our reasonable control) or any industrial action, or political unrest, war, if this prevents us from providing our usual service.
- 15.5. We will not be held liable for any loss or damage sustained by you or a third party regarding either the application for credit or regarding this agreement.
- 15.6. We can delay enforcing our rights under this agreement without losing them.
- 15.7. If we cannot enforce any term under this agreement, it will not affect any of the other terms of this agreement.
- 15.8. Except for correcting errors confirmed as such from objective evidence or which are self-evident errors (including spelling, punctuation, reference, grammar or similar defects), these terms and conditions shall be binding on the Parties.

- 15.9. Each and every undertaking and clause as contained herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this agreement should it adjudge any particular undertaking or portion or clause thereof to be invalid.
- 15.10. The agreement, and, where applicable, our self-service portal terms and conditions and website terms of use, forms the whole agreement between you and us regarding your credit agreement and account, which are governed by and interpreted in accordance with the laws of the republic of South Africa.