

## Section B: Terms and Conditions

### 1. Definitions

*This section explains certain words and phrases to help you to understand their meaning when used in sentences below.*

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 to record all purchases, payments, reversals, refunds and so on that is processed on your card;
- 1.2. "agreement" means the credit facility agreement between you and us, consisting of section A, the credit facility details and section B, these terms and conditions, as well as the pre-agreement, the customer protection insurance policy (if applicable) and the application form completed by you;
- 1.3. "card" means the *TymeBank* branded plastic credit card issued by us under sponsorship by TymeBank, to you, or any other identification device that we may determine from time to time, so that you can access the credit made available to you through your credit facility;
- 1.4. "credit facility" means the facility that you have applied for, whereby we give you credit to make certain purchases and you pay us back in terms of this agreement and the National Credit Act;
- 1.5. "debit order" means (at our choice) a standard debit order, an early debit order to the extent permissible, or a DebiCheck 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;
- 1.6. "major sanctioned country" means any country that is subject to international sanctions or embargoes imposed from time to time by the United Nations, European Union, United Kingdom, United States, Financial Intelligence Centre or similar countries or organisations;
- 1.7. "National Credit Act" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time;
- 1.8. "retailer" means any retailer/store accepting the card;
- 1.9. "Pick 'n Pay" means Pick 'n Pay Retailers Proprietary Limited (Registration Number: 1973/004739/07) of 101 Rosmead Avenue, Kenilworth 7708; or any person to whom it transfers any of its rights or obligations under this agreement;
- 1.10. "secondary card" means the additional card issued by us for use by the secondary cardholder to access the available credit on your credit facility;
- 1.11. "secondary cardholder" means the person whom you have selected and notified us to make use of your credit facility through the secondary card; and
- 1.12. "TymeBank" means Tyme Bank Limited (Registration Number: 2015/231510/06) of 30 Jellicoe Avenue, Rosebank, Johannesburg 2196; or any person to whom it transfers any of its rights or obligations under this agreement.

### 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 007 250
  - 2.2.2 E-mail: [contactus@tymecard.co.za](mailto:contactus@tymecard.co.za)
  - 2.2.3 Postal address: P.O. Box 111, Goodwood, 7459
  - 2.2.4 Website address: [www.rcs.co.za](http://www.rcs.co.za)

### 3. Application

*This section explains your rights and obligations relating to the application process. Please pay particular attention to the sentences in a **bold font**.*

- 3.1. **By completing, signing and submitting an application, you:**

- 3.1.1. **are applying to us for a credit facility. This agreement contains the terms upon which we are willing to provide 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 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 applying to us for credit or, if your application is successful, at any time during the existence of this agreement, you must immediately let us know 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 are travelling to or through the United States of America; or**
  - 3.3.4. **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 (whether you let us know or if we find out independently), 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.**
- 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 National Credit Act. However, we are not obliged to accept 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. If your application is approved, we may monitor your account in order to comply with our obligations in terms of applicable legislation, as well as local and international rules and regulations. We may also monitor and record all telephone calls and other interactions with you.

#### 4. Your card

*This section explains how to use your card and what to do if you lose your card or if someone used your card without your knowledge. Please pay particular attention to the sentences in a **bold font**.*

- 4.1. You are the only person that can use your card. You cannot transfer your card or authorise or enable someone else to use it. If you apply for a secondary card, only the secondary cardholder can use that card.
- 4.2. If we are unable to deliver your card to you despite 3 attempts to do so, 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 can use your card to buy goods and/or withdraw cash at any automatic teller machine (ATM) or store approved by us and/or obtain services from a retailer on credit. However, every time you do so, you must present your card to the retailer at the time of purchase or cash withdrawal; and you must sign a sales voucher acknowledging the purchase, if requested to do so.
- 4.4. In the case of online transactions, you present your card to the retailer when you give your card details online and you acknowledge the purchase when you follow the check-out procedures of the applicable website.
- 4.5. **We will debit your account in the amount of all purchases made using your card, unless you can prove that someone has fraudulently used your card or that the retailer 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 you failed to immediately tell us that you lost your card or it was stolen.**

- 4.6. When you make a purchase, you may select any of our available repayment plans, however, in some instances a minimum spend may apply. You must select a repayment plan before the transaction is processed. If you fail to do so, we will select a plan for you. You cannot change the repayment plan for a particular transaction after the transaction has been processed. You also cannot select more than one repayment plan to apply to a single transaction. We may change the features or cancel any repayment plan at any time on notice to you.
- 4.7. Unless it is cancelled earlier, your card is only valid for the period specified on the face of the card. Hereafter, we, through TymeBank, will issue a new card to you.
- 4.8. We may from time to time notify you of a product or service that we believe adds value to you or your credit facility. This product or service may be offered by us or by a third party. If you take up such a value-add product or service, we will periodically debit your account accordingly without you having to present your card.
- 4.9. You are responsible for the safekeeping and proper use of your card, card details and personal identification number (PIN). If you lose your card or if it is stolen, you must immediately call us so that we can disable the card. **You will not be held liable for purchases made on your account after you reported your card stolen or lost, unless we are entitled to hold you liable in terms of the National Credit 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.**
- 4.10. We may impose measures to stop or restrict the use of your card or card number if we suspect that fraudulent or illegal activity is occurring on your account. We will also contact you from time to time to validate some transactions done on your card.
- 4.11. To avoid any unnecessary inconvenience, if you intend to use your card while travelling outside the borders of South Africa, it would be advisable inform us of your destination(s) and duration before you leave South Africa. No emergency card replacement or emergency cash services will be available to you while abroad.
- 4.12. We may charge you a nominal fee for a secondary card or any replacement card issued to you (in South Africa only), which fee will be charged to your account.
- 4.13. Your card will always remain our property, even though you have possession of it. We can, at any time, withdraw, block, replace or demand the return of the card. If we do so, you still owe us the balance outstanding, if any, on your account.
- 4.14. If you apply for a secondary card:
- 4.14.1. unless otherwise stated, the terms of this agreement will apply equally to the secondary card;
- 4.14.2. 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;
- 4.14.3. it is your responsibility to ensure that the secondary cardholder complies with the applicable terms and conditions of this agreement;
- 4.14.4. **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 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 if it transpires that any of the above statements are false;**
- 4.14.5. 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.
- 4.14.6. **if 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;**
- 4.14.7. 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. Customer loyalty programme & digital self-service platforms

*This section explains how the customer loyalty programme works and provides some important information about the digital self-service platform. Please pay particular attention to the sentences in a **bold** font.*

- 5.1. If you subscribe to the customer loyalty programme, you will earn Pick 'n Pay Smart Shopper points each time you use your card to make selected purchases, but only if you have registered for the Pick 'n Pay Smart Shopper rewards programme and you meet the requirements for use of your card as set out in clause 4.3 above.
- 5.2. If you subscribe to the TymeBank web-based or mobile self-service platforms, you will be able to view your card account information by logging into such platforms.
- 5.3. **The Smart Shopper rewards programme (offered and administered by Pick 'n Pay) and the digital self-service platforms (offered and administered by TymeBank) is subject to terms and conditions that you will be required to accept when you subscribe. If these terms and conditions change and the change necessitates a change by us (including any amendment to this credit agreement), such change will be communicated to you in writing.**
- 5.4. **As the loyalty programme and the self-service platform are not offered or administered by us, you indemnify us and hold us harmless for any damage or loss that you may sustain resulting from your participation in, and/or use of, these benefits.**
- 5.5. **We may at any time, on written notice to you, terminate or suspend our involvement with the customer loyalty programme or digital self-service platform. If we do, you may not claim any damage or loss that you may sustain resulting from our election to do so. Unless we tell you otherwise, our termination or suspension in terms of this clause, does not mean termination or suspension of your credit facility and you will remain bound by the remaining provisions of this agreement.**

## 6. Credit limit and available credit

*This section explains how the credit limit on your card works.  
Please pay particular attention to the sentences in a **bold font**.*

- 6.1. Your card may be used for purchases up to a predetermined amount. Your initial credit limit will be reflected on your pre-agreement and your credit limit will always be reflected on your statements. You may not exceed this limit.
- 6.2. **We may at any time perform an assessment of your creditworthiness and may reduce your credit limit should we deem it in your best interest.**
- 6.3. If you want 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.
- 6.4. If you want to increase your credit limit permanently, or want to receive automatic annual increases, you may contact us in writing or by telephone to request it. Any such credit limit increase will, where applicable, be subject to our scoring criteria, the provisions of the National Credit Act and this agreement. Your new credit limit will be reflected on your statements.
- 6.5. When you use your card to make a purchase, your available credit will reduce by the purchase price. 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.
- 6.6. **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 excess amount to you and we may terminate this agreement on notice to you. If, for whatever the reason may be, we are unable to refund the excess amount you, we will retain it until such time as we are able to refund you or the law deems that you have forfeited the amount to us. We may also terminate this agreement.**

## 7. Retailers

*This section explains how the credit that you obtain from us allows you to buy goods and/or services from a retailer.  
It also tells you what happens if you have any disputes with a retailer.  
Please pay particular attention to the sentences in a **bold font**.*

- 7.1. When you make a purchase at any retailer using your card and provided you have enough credit available, we (through TymeBank) will pay that retailer on your behalf the amount owing by you in terms of such a transaction. You will then owe that amount, plus fees and charges as set out in this agreement, to us.

- 7.2. Any dispute that you have about the goods and/or services (such as returning defective goods) must be resolved directly with the retailer, as this agreement is separate, in law, from your purchase transactions with the retailer.
- 7.3. **If you have a dispute with a retailer, that dispute will not entitle you to–**
- 7.3.1. **instruct us not to pay the retailer for goods purchased or services obtained by you on your card; or**
  - 7.3.2. **refuse to pay us for payments already made to the retailer, irrespective of whether such payment was made for goods and/or services to which the dispute relates, or**
  - 7.3.3. **instruct us or TymeBank to reverse a payment already made to the retailer.**
- 7.4. **We or TymeBank will not be liable to you if any retailer refuses to accept your card as payment for any goods purchased or services obtained. You cannot claim anything from us or TymeBank, or to institute any counterclaim against us or TymeBank, or to apply set-off against us on this or any other basis.**
- 7.5. Any refund by a retailer to you that is not processed on your card must be paid to us or TymeBank so that we can credit your account.
- 7.6. When we receive a credit voucher issued by a retailer for goods purchased or services obtained by you with your card, we or TymeBank will credit your account with the amount of the credit voucher.
- 7.7. **If you receive a refund directly from a retailer for any goods purchased or services obtained from such retailer 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.**
- 7.8. If you use your card outside of the Republic of South Africa, Namibia, Lesotho, Botswana and Swaziland, you must acquaint yourself with and comply in all applicable respects with the exchange control regulations. Transactions conducted in currencies other than South African Rand will be converted at the applicable exchange rate and shown on your statement in South African Rand.

## 8. Insurance

*This section provides some information about the insurance cover on your account. Please read the customer protection insurance policy for full information about the policy offered by us and pay particular attention to the sentences in a **bold font**.*

- 8.1 For your protection, the customer protection insurance product offered by us is underwritten by Guardrisk Life Limited, a licensed life insurer and authorized financial services provider (FSP76).  
**Customer protection insurance is administered by RCS Card (Pty) Limited, an authorized financial services provider (FSP 44481).**  
**If you have agreed to take this Customer protection insurance, it will provide the following cover:**
- 8.1.1 **death cover or permanent disability (which covers your full outstanding balance); or**
  - 8.1.2 **temporary disability (covers up to 12 months' instalments); or**
  - 8.1.3 **loss of income (which covers up to 12 months' instalments).**
- 8.2 Full details and terms of this customer protection insurance product are set out in the application form, read together with the customer protection insurance policy.
- 8.3 **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.**

## 9. Interest & fees

*This section explains how interest and fees are calculated and charged on your account.  
Please pay particular attention to the sentences in a **bold font**.*

- 9.1. Based on the provisions of the National Credit Act, we will calculate the amount of any interest, fees and other costs that will be charged to your account. These amounts will be shown on your statement.
- 9.2. **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 National Credit Act from time to time. The interest rate is linked to the repo rate so that any changes made by the South African Reserve Bank to the repo rate will result in an adjustment 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.**

- 9.3. In the event of a change in the interest rate, the interest calculation on the budget repayment plan will remain the same for the remainder of the repayment period, but the interest calculation on your revolving repayment plan and any new budget repayment plan will be charged at the new rate.
- 9.4. Interest will be calculated on a daily basis and added to your principal debt (in other words, compounded) on a monthly basis.
- 9.5. 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. This arrear interest will be collected with your next debit order.
- 9.6. If you select an interest-free repayment plan, we will not charge you interest on that purchase if 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.
- 9.7. Unless we tell you otherwise in writing and subject to clause 6.6, no interest will accrue or be paid to you on any credit balance.
- 9.8. If you access the credit on your card and pay the full amount 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.
- 9.9. **We may periodically charge a service fee, which is a fee that you pay to us for the administration of your credit facility. 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 National Credit Act.**
- 9.10. **We may charge a once-off initiation fee, which is a fee that you pay to us for initiating your account. The amount 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 on your application form, otherwise we will add this fee to your account as part of the principal debt so that you may pay it off in instalments.**

## 10. Statement

*This section sets out important information about the statements that you will receive from us. Please pay particular attention to the sentences in a **bold font**.*

- 10.1. We will periodically send you an electronic statement of account, which will show:
- 10.1.1. all of the transactions on your account for that period;
  - 10.1.2. the interest and other fees debited to your account;
  - 10.1.3. payments received by us and the balance outstanding;
  - 10.1.4. how much you are in arrears by, if any;
  - 10.1.5. the minimum amount payable; and
  - 10.1.6. the due date for payment of your instalment.
- 10.2. **It is your responsibility to check your statement. Unless you let us know within 30 days of the date of your statement that you dispute your liability for any debit appearing on your statement, you will be liable for the amount reflected on your statement. Similarly, you must let us know if any payment made or credit received by you does not appear on your statement.**
- 10.3. **If we receive late notification of a transaction on your account, such transaction will be reflected on your account as and when we are notified even though you may have transacted with the retailer at an earlier time. If the transaction occurred outside of the Republic of South Africa, you will be charged at the exchange rate that is applicable as at the time of notification.**
- 10.4. We may engage with you regarding a change in the frequency of statements, however, 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 for that statement month.
- 10.5. We will send your statements via e-mail. Alternatively, we may send your statements via SMS or MMS, using the cellphone number that you gave us in your application form.
- 10.6. **If you don't receive a statement from us, it doesn't mean that you don't have pay us. You may obtain your account information from us telephonically or through the self-service portal.**

## 11. Payment & settlement

*This section explains how you must pay us and what happens if you want to pay your account in full. Please pay particular attention to the sentences in a **bold font**.*

- 11.1. **You must pay at least the minimum amount due as indicated on your statement by the due date, which amount is made up of:**
- 11.1.1. **the instalment on the revolving plan;**
  - 11.1.2. **the sum of the fixed repayments on the budget plan(s);**
  - 11.1.3. **any arrears; and**
  - 11.1.4. **fees and charges.**
- 11.2. We will deem all payments made by you to be made paid on the date that we receive such payment and, according to the law, payments shall be allocated in the following order:
- 11.2.1. payment of due or unpaid interest, and thereafter
  - 11.2.2. payment of due or unpaid fees and charges (including any insurance), and finally
  - 11.2.3. 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.
- 11.3. You must pay your account by debit order.
- 11.4. **If you make a payment through electronic fund transfer, you must use your account number as a payment reference. If you don't or use 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.**
- 11.5. **You may pay more than your minimum amount due, however, making such a payment will reduce your outstanding balance and not entitle you to skip a payment. You can make additional payments through our website (where available), by electronic fund transfer into our bank account or any other approved payment methods that we may tell you about from time to time. The method you choose will be at your risk. Payments will only be effected when we receive and process it.**
- 11.6. **If you wish to pay your account in full, 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.**
- 11.7. **You must immediately let us know if during the term of this agreement:**
- 11.7.1. **you or someone else applies for your sequestration;**
  - 11.7.2. **you apply to be placed under financial administration;**
  - 11.7.3. **you are placed under curatorship (i.e. the court appoints someone to manage your financial affairs); or**
  - 11.7.4. **you apply for debt review.**

## 12. Debit Orders

*This section explains how your debit order works.  
Please pay particular attention to the sentences in a **bold font**.*

- 12.1. **You authorise us (and mandate your bank) to deduct from your bank account 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. If your account is in arrears, you authorise us (and mandate your bank) to also deduct such arrear amount, through an additional once-off debit order.**
- 12.2. **The amount deducted will vary every month depending, but will never exceed what is due and payable.**
- 12.3. **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 pay the minimum amount due as indicated on your statement directly to us by the due date in order to keep your account from going into arrears.**
- 12.4. If your debit order authorisation lapses for any reason determined by your bank, you must contact us to provide us with a new debit order authorisation.
- 12.5. **If your payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be adjusted to the business day after your usual payment date.**

- 12.6. **If you wish to cancel your debit order, you must advise us hereof by calling us and giving us at least 30 days' notice. Cancelling your debit order does not simultaneously cancel this agreement.**
- 12.7. **This debit order authority and mandate may be ceded or assigned to a third party if the agreement is also transferred to the third party.**

### 13. Arrear accounts & debt enforcement

*This section explains what happens if your account goes into arrears.  
Please pay particular attention to the sentences in a **bold** font.*

- 13.1. **If your account goes into arrears:**
- 13.1.1. **you will be charged default administration costs and any other debt collection costs, as permitted by law;**
  - 13.1.2. **default information will be submitted to the credit bureaus, which may affect your ability to obtain further credit from us or from other credit providers;**
  - 13.1.3. **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;**
  - 13.1.4. **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.**
- 13.2. **If your account has been in arrears for a period as determined by us and during that period you failed to make any payments on your account, your account will automatically be classified as "written off" and may be closed on notice to you. If this happens, we may choose to also terminate this agreement.**
- 13.3. **If we have to institute legal action against you in court, a court may order that you have to pay the legal costs incurred by us to recover your outstanding balance.**
- 13.4. If we approach a court to take judgment against you, 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.
- 13.5. **The address that you gave us when completing your application (or any address that you subsequently give us as your current address) 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.**

### 14. Termination

*This section explains what happens when you or we terminate the agreement.  
Please pay particular attention to the sentences in a **bold** font.*

- 14.1. **If one or more of the following happens:**
- 14.1.1. **you don't pay any amount that is due to us on or before the due date;**
  - 14.1.2. **you fail to comply with any term or condition of this agreement, our self-service portal terms or our website terms of use;**
  - 14.1.3. **your estate is sequestrated;**
  - 14.1.4. **you pass away;**
  - 14.1.5. **you make any untrue, misleading or incorrect statements to us;**
  - 14.1.6. **you fail to disclose information regarding this agreement or during your application;**
  - 14.1.7. **you breach any local or international laws or regulations relating to trade sanctions or financial intelligence and securities;**
  - 14.1.8. **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).**

- 14.2. 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).
- 14.3. 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 will receive the same credit limit again.
- 14.4. If you do not use your credit facility for a continuous period as determined by us, your account will be closed on notice to you. If this happens, we may choose to also terminate this agreement.

## 15. Personal information

*This section explains how we deal with your personal information.  
Please pay particular attention to the sentences in a **bold font**.*

- 15.1. We respect your privacy and we have a legal obligation to keep your personal information confidential. We will treat your personal information only as permitted in terms of the law (including but not limited to the Protection of Personal Information Act, No. 4 of 2013 and the National Credit Act) or in terms of a court order or, where applicable, in accordance with your consent.
- 15.2. **We may collect certain personal information about you to:**
- 15.2.1. **carry out actions for the conclusion or performance of this agreement or to act in accordance with your instructions to us;**
  - 15.2.2. **comply with a local or international legal obligation imposed on us;**
  - 15.2.3. **monitor and analyse our business in order to develop and improve our product offerings;**
  - 15.2.4. **search or update credit bureaus or fraud prevention agencies;**
  - 15.2.5. **contact you by post, phone, e-mail, SMS or other electronic means or in any other way to tell you about other products and services which we think may interest you, unless you tell us that you would prefer not to receive such offers. You can contact us, Pick 'n Pay, TymeBank and/or its nominee relating to this agreement, the customer loyalty programme and/or the TymeBank self-service platform referred to in clause 5 above;**
  - 15.2.6. **change your marketing preferences;**
  - 15.2.7. **enforce our rights against you (such as handing your account over to external debt collectors or legal practitioners to recover any debt that is outstanding by you to us); and**
  - 15.2.8. **manage relationships between our group of companies and its employees, service providers, retail partners and the like.**
- 15.3. **You consent to us sharing personal information about you to:**
- 15.3.1. **our service providers in order to comply with our legal obligations or act in accordance with your instructions to us;**
  - 15.3.2. **any insurer or organisation that supports or enhances any of our products which you hold;**
  - 15.3.3. **any payment system participant (such as banks, banking services providers) under or through which your account is paid;**
  - 15.3.4. **any of our retail partners in order for them to monitor and analyse their business or to comply with your instructions to us;**
  - 15.3.5. **any credit bureau or industry association involved in credit reporting or fraud prevention;**
  - 15.3.6. **third parties in order to assess any application that you make with us for credit or other financial services or to manage your credit facility (and policies, if any);**
  - 15.3.7. **any person or company working for or with us, including any company within our group of companies;**
  - 15.3.8. **any person or company with whom we interact (including any of our retail partners) in order to provide or market to you any product or service that we think you may be interested in, unless you tell us that you would prefer not to receive such marketing; and**
  - 15.3.9. **any person to whom we transfer any of our rights or obligation under this agreement.**
- 15.4. We will keep your personal information for as long as we need to or have to, subject to applicable law.

- 15.5. We may transfer your personal information to third parties who are located and/or run their business outside of the Republic of South Africa. In such event, we will ensure that the recipient is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection to your personal information.

## 15. Credit bureaus

*This section explains how we interact with credit bureaus and how this affects you. Please pay particular attention to the sentences in a **bold font**.*

- 15.1. We may from time to time:
- 15.1.1. obtain or confirm any information about you from any credit bureau; or
  - 15.1.2. submit to any credit or other bureau (or a third party) any information about you or about your credit application, transactions on your account or, opening and closing of your account; or
  - 15.1.3. 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;
  - 15.1.4. 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.
- 15.2. **You acknowledge and understand that a credit bureau will provide us with credit profile information and possibly a credit score reflecting your creditworthiness.**
- 15.3. 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.
- 15.4. **You have the right to challenge information reflected at the credit bureaus by contacting them, obtaining your credit record and to have inaccurate information corrected.**
- 15.5. The credit bureaus that we use include the following bureaus, who can be contacted at:
- 15.5.1. *Transunion Credit Bureau*: Wanderers Office Park, 52 Corlett Drive; Illovo, Tel: 0861 482 482;
  - 15.5.2. *Compuscan*: Compuscan House, 3 Neutron Ave, Techno Park, Stellenbosch, Tel: 0861 514 131;
  - 15.5.3. *XDS*: 7 St Davids Office Park, St Davids Place, Parktown, Johannesburg, Tel: 0860 937 000.
- 15.6. **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.**

## 16. General

*This section deals with general legal terms that are important for you to be aware of.  
Please pay particular attention to the sentences in a **bold font**.*

- 16.1. **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 and/or the retailer's 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 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.**
- 16.2. **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.**
- 16.3. **We will not be liable for any damage or loss sustained by you or a third party:**
- 16.3.1. for anything outside of our reasonable control (for example, a failure of computer systems, power failures, industrial action, political unrest or war) if this prevents us from providing our usual service;
  - 16.3.2. regarding either the application for credit or regarding this agreement;

- 16.3.3. arising out of your access or use of our website or any other electronic channels or reliance on any information contained thereon. Your use of such channels are entirely at your own risk.**
- 16.4. **If we cannot enforce any term under this agreement, it will not affect any of the other terms of this agreement. If we delay enforcement of any term, it does not mean that we will never again be able to enforce that term.**
- 16.5. The terms of this agreement is binding on you and us, except for errors (including spelling, punctuation, reference, grammar or similar defects).
- 16.6. **This agreement, and, where applicable, the self-service portal terms and conditions and website terms of use, forms the whole agreement between you and us regarding your account and shall be governed by the laws of the Republic of South Africa.**
- 16.7. 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.
- 16.8. **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.**