

Hierdie vorm is ook beskikbaar in Afrikaans vorm, 00184081.

You confirm that you have had an 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 help@bluebean.com or call our Customer Contact Centre on **0860 121 131**.

<p>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.</p> <p>2 Definitions</p> <p>Account holder you means the person described as the account holder in Part A;</p> <p>Additional Cardholder Agreement means the person to whom an additional Card, which is linked to the Card Account, is issued at your request; 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;</p> <p>ATM means an automated teller machine;</p> <p>Bank, we, us, our, or Standard Bank means The Standard Bank of South Africa Limited (Registration number 1962/000738/06), and/or its successors in title or assigns;</p> <p>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;</p> <p>Business Days mean any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;</p> <p>Card means the relevant credit and/or garage card, including any additional cards that we issue at your request;</p> <p>Card Account means the credit card account opened in our books in your name in respect of this Agreement;</p> <p>Cardholder means the person to whom a Card has been issued. In this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate;</p> <p>Collateral means any security provided to us to secure the repayment of your Credit Facility in terms of this Agreement;</p> <p>Collection Costs means the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;</p> <p>Common Monetary Area means South Africa, Swaziland, Lesotho and Namibia;</p> <p>CPA means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;</p> <p>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;</p> <p>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 is likely to impair your ability to earn an income or meet your obligations under this Agreement;</p> <p>Credit Limit or Reduced Credit Limit means the amount of the facility that is available for use by you in terms of this Agreement;</p> <p>Debit Authorisation/s means the method by which you make the Repayments that are reflected on your monthly Statement and includes a debit order;</p> <p>Default Administration Charges means charges which you must pay if you default in any payment obligation under this Agreement;</p> <p>FAIS Act means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;</p> <p>FICA means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;</p> <p>Group means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;</p> <p>Initiation Fee means the fee in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;</p> <p>Margin means the agreed number of percentage points interest charged by us above or below the Prime Interest Rate or the Official Rate, whichever is applicable;</p> <p>Merchant means a supplier of goods and services, and includes an ATM owner;</p> <p>Minimum Repayment means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement;</p> <p>Natural Person means a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;</p> <p>NCA means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;</p> <p>Official Rate means the official rate of interest used in the employment benefits, as prescribed by the Income Tax Act 58 of 1962</p>	<p>Parties means you and us and “Party” means any one of us as the context may indicate;</p> <p>Personal Information means information relating to an identifiable, Natural Person or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as 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;</p> <p>PIN means a confidential personal identification number used for operating on your Card Account including a customer selected PIN (CSP);</p> <p>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, as certified by any of our managers whose authority, appointment and designation need not be proved;</p> <p>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;</p> <p>Process means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information and “Processing” will have a similar meaning;</p> <p>Repayment/s Repayment Due Date means a payment/s made, or to be made by you to us and means the due date for payment of amounts due and payable as advised by us;</p> <p>Service Fee means the fee levied by us in connection with the routine administration costs of maintaining this Credit Facility which forms part of the Principal Debt;</p> <p>Settlement Date means the date on which all amounts due and payable to us are paid;</p> <p>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;</p> <p>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;</p> <p>Statement Date means the date on which your Statement is created and printed;</p> <p>Straight Facility means that portion of the Credit Facility used by you as a revolving Credit Facility, which is not a Budget Facility;</p> <p>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;</p> <p>Transaction Fees means the fees which we may charge for providing banking and other financial services to you, which are separate from the Service Fees levied and are charged in connection with the routine transactional costs of administering the Credit Facility and the Card Account; and</p> <p>VAT means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.</p>
<p>3 Interpretation</p> <p>3.1 We have defined some words for consistency. These words will begin with a capital letter.</p> <p>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.</p> <p>3.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.</p> <p>3.4 The singular includes the plural and vice versa and any gender includes the other gender.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>3.8 Important clauses which may limit our responsibility or involve some risk for you, will be in bold.</p>	

4	Grant of a credit facility	10.4	you to refuse or fail to pay any amount that is due to us.
4.1	You have accepted the Credit Facility as set out in Part A, which upon acceptance forms part of this Agreement.		Subject to the provisions of clause 25.1, a debit to your Card Account takes effect on the date on which the Cardholder incurred the debit and a credit to your Card Account takes effect on the date that you make payment to us, or otherwise earn the right to have the Card Account credited.
4.2	Additional Cards to other Cardholder/s will be issued at your request.		
4.3	The use of all Cards is subject to the terms and conditions contained in this Agreement.	10.5	We may subsequently (i.e. later) adjust debits or credits to your Card Account and Card Account balances so as to accurately reflect both your and our legal obligations.
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	Your first Card will be delivered to you in person. Any renewal or replacement Cards will be delivered at your branch or at your chosen address at a time to be agreed on between you and us.	11	Payments
5	Principal Debt	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.
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.	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.
5.2	The issue of additional Cards will not affect the Credit Limit we allow on the Card Account.	11.3	You must pay the Bank at least the Minimum Repayment amount as indicated on your Statement.
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.	11.4	If applicable, if you have indicated that you will - pay the Initiation Fee in cash and you fail to pay such fee or any part thereof on the date on which you sign this Agreement, you agree that we may debit the unpaid Initiation Fee to the Card Account as part of the Principal Debt; or not pay the Initiation Fee separately, this fee will be charged on the first Statement and debited to the Card Account on acceptance of this Agreement by you.
6	Validity of the Card	11.5	If applicable, the monthly Service Fee referred to in Part A, will be debited to the Card Account.
6.1	The Cardholder must sign his Card in ink on the reverse side of the Card as soon as he has received it. An unsigned Card may not be used.	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.
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.	11.7	You have the right at any time to pay in advance any amounts owed to us without notice or penalty, irrespective (i.e. no matter) of whether or not the amounts are due. When making this payment, you must advise us if it is intended to reduce your liability to us under your Budget Facility. Should no such notice be received, all advance payments will first be allocated to your liability to us under your Straight Facility.
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.	11.8	Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques debit orders). You will not be able to draw against such deposits until they have been duly and legally paid, even if your Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit and any associated interest.
7	Using your Card	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.
7.1	The Cardholder may use the Card to pay for goods and services at Merchants who accept the Card.	11.10	You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing, by you to us arising from the Credit Facility in terms of this Agreement.
7.2	When paying, the Cardholder must sign a Transaction slip if the Merchant requires. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering via mail, telephone or the internet. The Merchant will have to obtain authorisation from us for all point-of-sale Transactions.	12	Insurance
7.3	You have the option to have separate PINs allocated to different Cards which operate on your Card Account. A PIN will allow the Cardholder to use self-service banking facilities to effect Transactions such as drawing cash, depositing and transferring money.	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.
7.4	You can also effect certain other Transactions with your Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, casino chips and travellers cheques. A full list of these additional transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you when applying for your PIN, or are available from any of our branches, or on our website at www.bluebean.com .	12.2	You confirm having been informed of your right to waive a policy of insurance proposed by the Bank and substitute same with a policy of your own choice. Irrespective of 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:
7.5	We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.	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;
7.6	If a person, other than the Cardholder, uses the PIN allocated to their Card, you will be liable for all such Transactions on that Card.	12.2.2	to debit your Card Account with premiums paid on your behalf on a monthly basis as indicated in Part A;
7.7	The Card Account has a Credit Limit and you may not exceed it. Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable by you, which results in the Credit Limit being exceeded, will be treated as a request by you for a temporary increase of your Credit Limit. You will be liable for payment of the full amount by which your Credit Limit is exceeded, together with your Minimum Repayment, both of which will be repayable on the Repayment Due Date shown on your next Statement.	12.2.3	nominating the Bank as a loss payee in terms of the substituted insurance policy on the happening of the insured event; and
7.8	You must notify us if you, or any Additional Cardholder, intend using a Card, which is linked to your Card Account, outside the Common Monetary Area. It is the Cardholder's 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 SARB 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.	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.
7.9	It is the responsibility of the Cardholder to ensure that his 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, which is linked to your Card Account is used for unlawful Transactions.	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 relation to the insurance policy concerned, and the premium payable.
7.10	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.	12.4	You shall 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. Upon you fulfilling all your obligations in terms of this Agreement, the cession will be cancelled.
7.11	You may use the Card to pay for goods and services up to a maximum value of R200 (two hundred rand) without entering your PIN or signing a transaction slip, at Merchants where you see the MasterCard PayPass logo.	12.5	You consent to us, enquiring from your insurer at any time if your insurance policy is still in place and fully paid.
8	Unauthorised use of your Card and Pin	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.
8.1	The Cardholder must notify us immediately if they realise that they have lost their Card, or it has been stolen, or their PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so. To report a lost or stolen Card or a compromised PIN, please contact BlueBean on 0860 121 131 or 011 299 4131.	13	Interest
8.2	If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all cash drawn and payments made with the Card before we stop it. You will be liable for any Transactions if the Cardholder's signature appears on the voucher, Transaction slip, sales slip or similar record proving use of the Card, or we have evidence to establish that the Cardholder authorised or was responsible for the particular use of the Card.	13.1	The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate or the Official Rate (whichever is applicable), by a Margin related to our Prime Interest Rate or the Official Rate (whichever is applicable), that is determined by us and has been disclosed in Part A. The interest rate applicable to this Agreement may change if the Prime Interest Rate or the Official Rate (whichever is applicable) fluctuates, provided that the new rate does not exceed the legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.
9	Authority to debit your Card account	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.
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.	13.3	Interest will be payable:
9.2	You will remain liable for any amounts owing until your Card Account is credited.	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
10	Statements	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. Interest is calculated from the date of the cash advance until the amount is repaid in full.
10.1	We will provide you with monthly Statements on your Card Account.	13.4	The interest payable by you is calculated on the outstanding balance on a daily
10.2	You may dispute (i.e. query) all or part of the Statement delivered to you, by sending us written notice of your query within 30 (thirty) days of your Statement Date.		
10.3	You should contact us at any of our branches or the Customer Contact Centre on telephone number provided above if you do not receive a Statement or if you require any additional Statements. Failure to receive a Statement will not entitle		

- 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 and in respect of any unpaid interest, costs, fees and charges referred to in this Agreement, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.
- 13.7 If the Prime Interest Rate or the maximum permissible NCA interest rate or the Official Rate (as the case may be) increases or decreases, the rate of interest payable by you will also decrease or increase, provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to increase or reduce the 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 (five) 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 effected or processed on or after this date, for which you will also be liable. Any Transactions effected or processed on or after settlement of the Card Account will still be your responsibility.
- 15 Cancellation of the Card**
- 15.1 The Card will always remain the property of the Bank, and without the Bank losing any right to any claim which it may have against you, the Bank has the right to suspend the Card at any time if you are in default under the Agreement, or demand the return of the Card, cancel or repeal the Card in the event that the Credit Facility is closed.
- 15.2 As soon as the Credit Facility is closed, you must destroy all the Card/s immediately by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card.
- 15.3 A Card that is not destroyed correctly may still be used. If a Card is used after the Credit Facility has been closed, you will be liable and be held responsible for the Transactions.**
- 16 Warranties, Representations and Undertakings**
- 16.1 You warrant and represent to us on the date on which you sign this Agreement and for the duration of this Agreement that:
- 16.1.1 you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 16.1.2 the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;
- 16.1.3 all information that you provided to us in connection with the granting of this Credit Facility is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to make this Credit Facility available to you;
- 16.1.4 you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in clause 21 below has occurred or is occurring;
- 16.1.5 you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable - 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; and all environmental laws and responsibilities;
- 16.1.6 where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time; and
- 16.1.7 you will ensure that the benefits payable under any insurance policies referred to in this Agreement will be sufficient to replace the property, assets or debt covered thereby, if applicable.
- 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. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 16.3 To the maximum extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.**
- 17 Credit limit increases**
- 17.1 The Bank may increase the Credit Limit under this Agreement only – temporarily as referred to in clause 17.2; or by agreement with you, subject to clause 20.4; or in response to a written or oral request initiated by you at any time; or with the written consent provided by you in response to a written proposal by us which may be delivered at any time; or unilaterally in accordance with, and subject to the limitations set out in this clause 17.4.
- 17.2 An increase in the Credit Facility shall be temporary if – we honour (pay) a payment instrument or instruction issued by you despite the fact that it exceeds the Credit Limit of this Agreement or we agree to increase the Credit Limit in response to a request from you in order to accommodate a particular Transaction on condition that the preceding Credit Limit will again apply within a specified period or after a specified occurrence has taken place.
- 17.3 Before increasing the Credit Limit in terms of clause 17.1, we will complete a fresh assessment of your ability to meet the obligations that could arise under that increased facility as required by the NCA.
- 17.4 If you at the time of applying for this Credit Facility or at any later time have in writing specifically requested the option of having the Credit Limit automatically increased from time to time, we may unilaterally increase the Credit Limit under this Agreement – once during each year as measured from the later of the date the Credit Limit under this Agreement was established, or the date on which the Credit Limit was most recently altered in accordance with clause 17.1; and by an amount not exceeding the lesser of the average monthly purchases or cash advances charged to the Card Account or the average monthly payments made by you during the 12 (twelve) months immediately preceding the date on which the Credit Limit is increased.
- 17.5 For the purposes of clause 17.4, a specific request does not include an oral request or assent by you, or a standard provision of an agreement the whole of which is accepted by you, but does include a written request in any form or authored and signed by you and delivered to the Bank at any time, or a standard form option provided by us and presented for consideration by you alongside the alternative of having Credit Limits increased only as contemplated in this clause 17; and agreed to by being initialed or signed by you.
- 17.6 If when increasing the Credit Limit, the Bank alters any other term of this Agreement, the Bank must comply with the applicable provisions of the NCA.
- 18 Costs, Fees And Charges**
- 18.1 We may charge and recover any of the following fees, if applicable, in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount – an Initiation Fee; a Service Fee; 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, currently 14% (fourteen percent). All costs, fees and charges in respect of this Agreement will be debited to the Card Account.
- 18.3 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days, setting out the particulars of the change.
- 18.4 If we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase, no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount 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, as set out in this Agreement.
- 18.6 The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, 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, may 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 or demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrate's Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 19.1.2 If you are in default under this Agreement we may draw such default to your attention in writing and suggest that you refer this Agreement to a - debt counsellor (if you are a Natural Person); or a dispute resolution agent; or the consumer court; or ombud with jurisdiction. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.
- 19.2 Collection Costs**
- 19.2.1 We will charge you, in respect of the enforcement of your payment obligations under this Agreement, all costs incurred by us in collecting any amount due and/or payable in terms of this Agreement.
- 19.2.2 Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.
- 20 Information sharing**
- 20.1 By entering into this Agreement, you acknowledge and agree that we may provide any registered credit bureau with – details provided by you in your application for credit and this Agreement; and/or details of the conduct on your Card Account; and/or details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureau with this information); and/or details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 20.2 Based on their records, the credit bureau may provide a credit profile and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your credit record with it disclosed and to request the correction of inaccurate information
- 20.3 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Card Account that gives us reasonable cause to suspect that the Card Account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 20.4 At the request of any surety for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Card Account.
- 21 Default**
- 21.1 Default in terms of this Agreement will occur if:
- 21.1.1 you fail to pay any amount payable to us under this Agreement on the due date; or
- 21.1.2 there is a material deterioration, in our reasonable opinion, in your financial position; or
- 21.1.3 the interest and/or costs and/or fees and/or charges are debited to an account, other than the Card Account, and there are insufficient funds available in the account to be debited, to meet these amounts when they become due and payable; or
- 21.1.4 you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities and, where applicable, any company laws; or
- 21.1.5 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 time frame provided for in the written notice to do so; or
- 21.1.6 any person who furnished Collateral to us in respect of this Agreement (including the surety and/or mortgagor) commits any breach of its obligations to us in terms of that Agreement; or fails to satisfy its suretyship commitment when requested to do so; or delivers to us written notice of termination of its liability under their suretyship; or you or any person who furnished Collateral in respect of the Agreement:
- being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936; or an application or other proceedings have been brought against you/him or in respect of you/him, in terms of which you are/he is sought to be sequestrated or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; or

<ul style="list-style-type: none"> • not being a Natural Person - is dissolved, deregistered, wound up or liquidated, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; or is deemed to be unable to pay your/its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; or 	<p>that where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.</p>
<p>21.1.7 where applicable, a court grants a garnishee order attaching part of a surety's income to settle any amount owing by the surety; or</p>	<p>23.6 We choose the address set out on page 1 of Part A as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you ("our notice address").</p>
<p>21.1.8 the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting Repayment of the full amount owing, you have failed to repay this remaining settlement amount; or</p>	<p>24 Cession by the Bank 24.1 To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that cession and/or delegation may result in a splitting of claims against you.</p>
<p>21.1.9 you or any person who furnished Collateral in respect of this Agreement compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors; or</p>	<p>24.2 You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.</p>
<p>21.1.10 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</p>	<p>25 General 25.1 If your Repayment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.</p>
<p>21.1.11 you generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or</p>	<p>25.2 This Agreement constitutes the entire Agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.</p>
<p>21.1.12 judgment of a competent court against you, or any person who furnished Collateral for you, for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued.</p>	<p>25.3 Save as provided in clauses 18.2 and 18.4 above, any agreed changes to this Agreement will be made in writing and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement.</p>
<p>21.2 If you are in default, we may – give you written notice of such default requesting that you rectify the default; and/or propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring your Repayments up to date; and/or immediately restrict activity or suspend the Credit Limit, or Reduced Credit Limit, on your Card Account without notice to you; and/or withdraw the whole or part of the Credit Limit, or Reduced Credit Limit, by giving you 10 (ten) Business Days written notice of the intended withdrawal to you; and/or review the terms and conditions applicable to the Credit Facility; and/or increase the rate of interest charged; and/or commence proceedings to enforce this Agreement, including exercising our rights in terms of any of securities held.</p>	<p>25.4 Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement.</p>
<p>21.3 We may commence legal proceedings if we have given you notice as referred to in clause 21.2 above; and you have been in default under this Agreement for at least 20 (twenty) Business Days and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 21.2 and you have not responded to that notice or have responded to the notice by rejecting our proposal.</p>	<p>25.5 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version.</p>
<p>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.</p>	<p>25.6 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and you hereby consent, in terms of section 45 of the Magistrate's Court Act 32 of 1944, to us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having jurisdiction in the area in which you reside or work, despite the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.</p>
<p>21.5 We may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in clause 19 above, from you.</p>	<p>25.7 To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.</p>
<p>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.</p>	<p>25.8 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.</p>
<p>21.7 The above default clauses and default procedure will not apply if - you generally do or omit to do anything which may cause us to suffer any loss or damage; or we in any way know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend all or part of the Credit Facility or withdraw the Credit Facility without notice to you, and call for immediate Repayment of all amounts owing by you to us.</p>	<p>25.9 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 over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged. You should inform us immediately if you make such an application.</p>
<p>21.8 If we close, restrict activity or suspend access to your Credit Limit, Reduced Credit Limit, or your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.</p>	<p>25.10 You have the right to - resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or in respect of any alleged contravention of the CPA or NCA, file a complaint with the National Consumer Commission in respect of the CPA or National Credit Regulator in respect of the NCA; and/or make an application to the National Consumer Tribunal ("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.</p>
<p>22 Malfunction of electronic facilities</p>	<p>25.11 The contact details of the Credit Bureau, National Credit Regulator, National Consumer Tribunal and Banking ombud are available on request and shall also be available on our website.</p>
<p>22.1 You acknowledge that our services may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.</p>	<p>25.12 To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.</p>
<p>22.2 Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.</p>	<p>25.13 If your Card Account was opened prior to 1 June 2007, and if you have not entered into any new credit agreements in respect of your Credit Facility after 1 June 2007, the last terms and conditions that were issued to you prior to 1 June 2007 are applicable to your Credit Facility. In this case please ignore the above terms and conditions.</p>
<p>23 Addresses for notices</p>	<p>26 Data protection 26.1 We may and you expressly consent to the collecting and Processing your Personal Information by us, to - open, administer and operate your Card Account; provide any combination of services, analysis, advice or intermediary service linked to your Card Account, to you; monitor and analyse the conduct on your Card Account for credit, fraud, compliance and other risk related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.</p>
<p>23.1 You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in Part A.</p>	<p>26.2 You hereby expressly consent that we may - Process and further Process your Personal Information within the Group for the above purposes; disclose your Personal Information to any person who provides services to us or acts as our agents or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Card Account (some of these persons may be located in countries outside of the Republic of South Africa); and share your Personal Information with our service providers, locally and outside the Republic of South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.</p>
<p>23.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal address provided in your application for this Credit Facility, or any address advised in terms of clause 23.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.</p>	<p>26.3 You acknowledge that - we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws, including FICA and the FAIS Act, to collect some of your Personal Information; without your Personal Information we may be unable to open or continue to offer services to you; and you are providing us with your Personal Information voluntarily.</p>
<p>23.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.</p>	
<p>23.4 Any notice - sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.</p>	
<p>23.5 Despite anything to the contrary set out in this clause 23, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address. You hereby agree</p>	