



Business Services
Part 1

BP ID: _____
(For office use only)

Complete this application in full using block letters and black ink only. This is a legal document and all alterations must be signed in full and correction fluid may not be used. Ensure that all necessary documentation accompanies the application. Incomplete forms will delay the application process.

Return to : Diners Club S.A. (PTY) Ltd. Private Bag X67, Auckland Park, 2006. Email Address Custserv@dinersclub.co.za

Diners Club International use New Customer Amend existing customer information

Business Information		
Business Name		
Trading name(s) (if applicable)		
Registration number	Registration date	
Business Type		
Tax and or Vat numbers in terms of South African law you must give us all your registered tax information whether in South Africa or other countries		
Country	Income tax number	Vat number
Country	Income tax number	Vat number
Business Address		
Trading address (Proof of address required)		
Street Name	Number	
Suburb	City	
Country	Postal Code	
Postal address		
Same as Trading address	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If different from your trading or registered address, please fill in the fields below		
P.O. Box	Suburb	
City	Postal Code	
Company Contact Details		
Name:	Surname:	Title:
Contact Telephone	Country code:	Number:
Contact Mobile	Country code	Number:
Email address		
Source of Funds		
South African legislation requires that you declare all sources of income		
Source of funds	Amount	
Source of funds	Amount	
Financial year end (month)	Annual turnover	
Entity classification (i.e. (PTY) Ltd)		
Account Information		
Management limit required (Primary Account Limit): _____		
Ideal Billing Date: _____		
(Indicate any odd numbered day between the 1 st and the 29 th as the ideal billing date)		

Banking Details		
Bank		
Branch	Branch Code	
Bank account number		
Payment Options		
For your convenience, the following are preferred payment options to settle your account in accordance with the terms and conditions overleaf: - Electronic fund transfer (EFT) - Direct Debit	Details for EFT payment Account Name: Diners Club SA(Pty) Ltd Bank: Standard Bank Account Number: 001299123 Branch: Small Street 001805	
Direct Debit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Debit Order Mandate		
You authorise Diners Club to debit the following bank account each month with the full amount owing, as indicated on your Diners Club statement on the Payment Due Date. The Payment Due Date is reflected on your Diners Club statement:		
Account Number: _____		
Bank: _____	Branch Code: _____	
* If the Payment Due Date falls on a weekend or public holiday, Diners Club will debit the Bank Account on the next Business Day.		
General		
Any debits from your Bank Account in terms of this debit order mandate will show the Diners Club account number as it appears on your Diners Club statement as a reference.		
Cancellation		
You agree that, although you may cancel this authority and mandate, that will not cancel the Agreement. You also understand that you cannot claim back amounts that Diners Club has deducted from your account (that is, amounts that you have paid) under this debit order mandate if you legally owed those amounts to Diners Club.		
Authorised Signatory:		Authorised Signatory:
Statement Information		
Email address:		
Once Diners Club approves this application, you hereby authorise Diners Club to send your monthly invoices and any other communication, excluding legal notices, by email to your email address as given above. You accept that Diners Club cannot warrant that the integrity and confidentiality of these invoices and communications will be maintained, or that they will be free of viruses, interception or interference. The date of the invoice will be deemed to be the date that it is presented to you.		
Diners Club Virtual Card (DVC)		
I hereby consent to virtual single use cards (DVC) to be issued from this account	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Authorised Signatory:		
Consent		
Fraud		
I give Diners Club permission to carry out identity and fraud prevention checks on me, and to share the information about the application with the South African Fraud	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Permission to market products or services		
As part of our service, we would like to give you information on products and services that the Group, and other companies offer which we believe may benefit you . Because we regard your personal information as confidential, we need your consent to share it with the Group for marketing purposes. The Group means our affiliates, associates, subsidiaries and divisions together with our holding company.		
I consent to : Diners Club communicating other companies products, services and special offers to me. If I respond positively to such communication, that company may contact me	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Diners Club contacting me for research purposes (The research companies we use follow strict codes of conduct and treat customers information as confidential)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Diners Club marketing its products, services and special offers to me	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Diners Club sharing my personal information within the Group for Marketing purposes and the Group then marketing its products, services and special offers to me	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Being contacted with regards to the optional additional travel insurance mandate available on my Diners Club card	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you have failed to indicate your preference, we will assume that you have replied "yes" to these questions		

Indemnity

To the maximum extent permitted by law, you hereby indemnify Diners Club (holds us harmless) against any loss or damage suffered by Diners Club as a result of Diners Clubs reliance on any warranty, confirmation, representation or information given by you in relation to this agreement

Signature

You, the Primary Account Holder, hereby apply for the establishment of a Primary Account, which application is subject to the terms and conditions agreement.

You, by your signature herein acknowledge that you have read, understood and agree that the terms and conditions agreement shall be binding on you.

You acknowledge that some information on this form is needed for Diners Club to comply with legislation applicable within the Republic of South Africa. If there is not enough space to give all the mandatory information, you will give this information to your nearest Diners Club branch or call Member Services on **0860-DINERS (346377)**. It is your responsibility to let Diners Club know if any of the information on this form changes.

For an on behalf of the Primary Account holder

Name of Authorised Signatory

Job Title

Signature

Name of Authorised Signatory

Job Title

Signature

Date

Diners Club internal use

Diners Club Controlling centre

Accepted by Diners Club: Date

Declined by Diners Club: Date

Know Your Customer (KYC)

Has the customer complied with KYC requirements?

Yes

No

KYC requirements

Proof of Company address

Proof of ID's

Bank Representative (if applicable)

Name

ISIC code

Signature

Personnel number

Date

Diners Club is a Registered credit provider (NCRCP983)

Doc No: DC 301/07/ 2019 (3)

DINERS CLUB CORPORATE CARD ACCOUNT

PRIMARY ACCOUNT HOLDER TERMS AND CONDITIONS

DINERS CLUB CORPORATE CARD ACCOUNT TERMS AND CONDITIONS
APPLICABLE TO THE PRIMARY ACCOUNT HOLDER

[For signature by the Primary Account Holder]

Diners Club Corporate Cards are issued subject to the following terms and conditions.

1 DEFINITIONS

- **“Agreement”** means these terms and conditions read with the Corporate Card Account Application Form 1 and all letters and notices;
- **“Application Form 1”** means the Corporate Card Account application form for a Primary Account, completed and signed by you or on your behalf and submitted to us for consideration;
- **“Application Form 2”** means the Corporate Card Account application form completed and signed by the Card Holder, wherein the Card Holder accepts liability for the Card Account, which application form must include your written approval and submitted to us for consideration;
- **“Application Form 3”** means the Corporate Card Account application form completed and signed by the Card Holder wherein you accept liability for the Card Account, which application form must include your written approval and submitted to us for consideration;
- **“ATM”** means an automated teller machine;
- **“Business Day(s)”** means any day(s) other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- **“Card(s)”** means the Diners Club Corporate card(s) which is issued to a Card Holder(s);
- **“Card Account(s)”** means the Diners Club Corporate Card account(s) which may be opened in the name of the Card Holder(s), in terms of this Agreement;
- **“Card Holder(s)”, “they” or “their”** means the person(s) to whom a Card is issued by us on your written approval;
- **“Card Limit”** means a total maximum amount available to the Card Holder at any one time, for Transactions, which may upon your request be imposed on the Card Account (including any interest, fees and charges to the Card Account), and which limit may not be exceeded;
- **“Collateral”** means any security provided to us to secure the payment of your Primary Account, in terms of this Agreement;
- **“Collection Costs”** means the amount that may be charged by us in enforcing your, or the Card Holder’s, where they have accepted liability for their Card Account(s), monetary obligations under this Agreement, but excludes any Default Administration Charges;
- **“Companies Act”** means the Companies Act 71 of 2008 and all regulations promulgated in terms of this act;
- **“Constitutive Documents”** means in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate, as the case may be; or in the case of a close corporation, the founding statement; or in the case of a trust, the trust deed and letters of authority; or in the case of a partnership, the partnership agreement, if any;
- **“CPA”** means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;
- **“Default Administration Charges”** means charges which either you, or the Card Holder where they have accepted liability for the Card Account must pay if default occurs in any payment obligation under this Agreement;
- **“Diners Club”, “we”, “us” or “our”** means Diners Club S.A. (Proprietary) Limited (Registration number 1956/000068/07), and/ or its successors in title or assigns;
- **“Electronic Device”** means a mechanical or automated device and its related software, that allows Transactions to take place and includes the telephone, internet, fax machine, modem and ATM;
- **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- **“FICA”** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- **“Group”** means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
- **“Guarantor(s)”** means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- **“Incidental Credit Agreement”** means an agreement that comes into being 20 (twenty) Business Days after we commence charging interest on any Overdue Amounts, provided these amounts are still overdue on such day. Such agreements will be governed by the NCA;
- **“Invoice”** means a document reflecting - the Transactions made on the Card Account(s) up to the Invoice Date; the Payment amount owing to us (including any interest, costs, fees and/ or charges that may be levied on the Primary Account and/ or Card Account(s)); and the Payment Due Date;
- **“Invoice Date”** means the date as stated on the Invoice, which is the date on which your Invoice is created and printed;
- **“Juristic Person”** does not include a private individual, and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are Natural Persons;
- **“Merchant”** means a supplier of goods and services, and includes an ATM owner;
- **“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;
- **“NCA”** means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- **“Overdue Amount”** means an amount owing to us by you, or the Card Holder(s) where they have accepted liability for the Card Account(s), which is not paid on or before the Payment Due Date;
- **“Parties”** means you and us and **“Party”** means any one of us as the context may indicate;
- **“Payment(s)”** means payment(s) made, or to be made by you, or the Card Holder(s) where they have accepted liability for the Card Account(s), to us;
- **“Payment Due Date”** means the date 25 (twenty five) days from the Invoice Date, on which date payment of the amounts reflected on the Invoice are due and payable to us;
- **“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, e-mail, 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;
- **“PIN”** means a confidential personal identification number allocated to a Card and issued to the Card Holder;
- **“Primary Account”** means the Diners Club Corporate Card Account which, subject to our approval, may be opened by us in your name in terms of this Agreement;
- **“Primary Account Holder”, “you” or “your”** means the applicant referred to under “A” of Application Form 1;
- **“Primary Account Limit”** means the total maximum amount available to you at any one time, for all Transactions on all Card Account(s) linked to the Primary Account (including any interest, fees and charges to the Primary Account and/ or the Card Account(s)), and which limit may not be exceeded;
- **“Principal Debt”** means the total amount owing to us at any time in terms of this Agreement, being the amount deferred in terms of this Agreement;
- **“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;
- **“Settlement Date”** means the date on which all amounts due and/ or payable to us are to be paid or are paid by you, or the Card Holder(s), where they have accepted liability for the Card Account;
- **“Settlement Value”** means the total unpaid balance on the Primary Account, including, if applicable, any unpaid interest and all other legally permissible costs, fees and charges due and/ or payable in terms of this Agreement, up to and including the
- **“Surety(ies)”** means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- **“Transaction(s)”** means any Card transaction(s) done on the Card Account(s), with or without a Card, with a Card number and/ or PIN, to pay for any goods or services or to withdraw cash or to transact using an Electronic Device;
- **“Transaction Slip”** means any documentation evidencing a Transaction; and
- **“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.

2 INTERPRETATION

- 2.1 We have defined some words for consistency. These words will begin with a capital letter.
- 2.2 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.
- 2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other gender.
- 2.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- 2.6 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.
- 2.7 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.
- 2.8 Important clauses which may limit our responsibility or involve some risk for you, will be in bold.

3 APPLYING FOR A PRIMARY ACCOUNT AND CARD ACCOUNTS

- 3.1 An application for a Primary Account is to be made by way of Application Form 1 which must be completed and signed by you or on your behalf by a duly authorised signatory(ies).
- 3.2 An application for a Card Account is to be made by way of Application Form 2 or Application Form 3, which must be completed and signed by the Card Holder and which must reflect your written approval. Your written approval is required on all applications for the opening of all Card Accounts for Card Holders, as these accounts will be taken into consideration for purposes of the overall Primary Account Limit.
- 3.3 We will ask for certain information and may need to verify such information before we can consider your Application Form 1 and all application forms from the Card Holders. You and the Card Holders must provide us with complete and accurate information.
- 3.4 Any application for a Primary Account is subject to our normal credit assessment procedures.
- 3.5 Where you have accepted liability for the Card Account(s), we will, amongst others, assess your creditworthiness (i.e. whether you will be able to satisfy all payment obligations in a timely manner) before approving or declining an application from you for a Primary Account.
- 3.6 We will be able to commence with our services as agreed, once we have approved the Primary Account and Card Account(s), and any further conditions imposed by law have been complied with and the Card(s) have been issued and delivered to the Card Holder(s).
- 3.7 If we are unable to provide the services or issue the Card(s), we will inform you immediately and refund you and/or the Card Holder(s), where they have accepted liability for the Card Account(s), any amounts paid within 30 (thirty) days of notification.
- 3.8 **If we approve your application, you, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable to us for all amounts debited to the Card Account(s) and for use of the Card(s) issued on your approval, whether or not the Transactions were authorised by you and/or the Card Holder, subject to the "Unauthorised use of Card and PIN" clause in this Agreement.**

4 USE OF THE CARD

- 4.1 Only the relevant Card Holder may use their Card.
- 4.2 Each Card has an expiry date and is valid until the last day of the month shown on the Card. A new Card will be issued unless the Card Account has been suspended or closed or the Primary Account has been suspended or closed.
- 4.3 The Card Holder may use the Card to pay for goods and services at Merchants who accept the Card. The Transaction is your and/ or the Card Holder's authority to us to pay the Merchant and to debit the amount to the Card Account. Once the Card has been used to pay for goods and services, you and/or the Card Holder will not be able to withdraw this authority or instruct us to stop any payment that we are to make to a Merchant for any Transaction, or reverse a payment which has already been made by us.
- 4.4 The Card may not be used over an extended payment period and/or at your, or any Card Holder's own Merchant or business, without our written consent.
- 4.5 When paying, the Card Holder must sign a Transaction Slip or use their PIN, whichever is required by the Merchant. The Card Holder will not have to sign a Transaction Slip when doing remote Transactions, such as ordering via mail or when using any Electronic Devices. **The Card Holder may be asked for certain Card related information, which the Card Holder provides at its own risk.**

- 4.6 The liability to pay us is effective when the Card or Card number is used for a Transaction. We do not need to provide signed Transaction Slips to prove this liability to us.
 - 4.7 The Cards will have separate PINs allocated to them, which may be issued telephonically to the Card Holder(s), upon you providing us with a letter of authority signed by your authorised signatory.
 - 4.8 A PIN allows the Card Holder to use self-service banking facilities to effect Transactions such as drawing and depositing cash.
 - 4.9 The Card Holder can also effect certain other Transactions with a Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, casino chips and travellers cheques.
 - 4.10 **If the Card Holder or any other person uses the PIN, we will treat the Transaction as an authorised Transaction and you, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable for all and any Transactions.**
 - 4.11 **Each Primary Account shall have a Primary Account Limit. You will be liable for all amounts on the Primary Account even if the Primary Account Limit is exceeded. Where requested, a Card Limit may be imposed on the separate Card Account(s). You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable for all amounts on the Card Account(s), even if the Card Limit is exceeded.**
 - 4.12 The record of a Transaction on an Invoice will be sufficient proof that we have made payment to the Merchant for the Transaction.
 - 4.13 In respect of cash advances made by the Card Holder, we may from time to time, and without prior notice to the Card Holder, fix or vary the number, amount and intervals between Transactions.
 - 4.14 You must ensure that the Card Holder: -
 - 4.14.1 notifies us if it intends to use the Card outside South Africa, Swaziland, Namibia and Lesotho ("**Common Monetary Area**");
 - 4.14.2 complies with exchange control regulations when using their Card outside the Common Monetary Area; and
 - 4.14.3 uses the Card for lawful Transactions only.
 - 4.15 We will not be liable to you or the Card Holder, if any Merchant does not accept a Card or if we refuse to authorise any Transaction.
 - 4.16 No refunds in respect of goods returned to a Merchant will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.
 - 4.17 If a debit Transaction is disputed by you and/or a Card Holder: -
 - 4.17.1 you, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable for payment of the disputed amount on or before the Payment Due Date reflected on your/their Invoice, regardless of such dispute; and
 - 4.17.2 if our investigation proves that a debit amount is not payable by you, or the Card Holder(s) where they have accepted liability for the Card Account(s), the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Card Account(s).
- ## 5 COSTS, FEES AND CHARGES
- 5.1 A full list of additional Transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you or are available from any of our branches. These fees together with any other applicable fees, are also set out each year in our pricing brochure and on our website (www.dinersclub.co.za).
 - 5.2 **You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be charged annual Card fees for each Card which is linked to your Primary Account.**
 - 5.3 **Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable, which result in the Primary Account Limit, and/or the Card Limit where applicable, being exceeded, will be treated as a request by you and/or the Card Holder, for a temporary increase of such limit. You will be liable for payment of the full amount by which the Primary Account Limit is exceeded, together with your Payment amount, or the Card Holder where the Card Holder has accepted liability for the Card Account, will be liable for payment of the full amount by which the Card Limit is exceeded together with their Payment amount, both of which will be repayable on the Payment Due Date shown on your/their next Invoice.**
 - 5.4 **If you have elected to receive additional benefits (for example travel insurance), the Card Account will be debited with any fees and charges that may be applicable.**
 - 5.5 Unless stated otherwise, the costs, fees and charges referred to in this "Costs, fees and charges" clause are inclusive of VAT.

- 5.6 Where there is a change in the frequency or time for payment of a fee or charge, we will give you, or the Card Holder(s) where they have accepted liability for the Card Account(s), written notice of at least 5 (five) Business Days, setting out the particulars of the change.
- 5.7 Should we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you, or the Card Holder(s) where they have accepted liability for the Card Account(s), 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.
- 5.8 If the Card is used for cross-border international Transactions, the Card Account will be debited with a currency conversion fee and you, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be required to pay such fee.
- 6 UNAUTHORISED USE OF THE CARD AND PIN**
- 6.1 The Card Holder is responsible for the safekeeping and proper use of the Card and any PIN allocated to the Card.
- 6.2 You must ensure that the Card Holder immediately notifies us when he realises that he has lost his Card, or it has been stolen, or his PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so.
- 6.3 The Card Holder may advise us verbally by contacting our office in Johannesburg at 0860-Diners (346377) or internationally at +27 (0)11 358 8400 and follow this up by sending us written notice within 48 (forty-eight) hours of first contacting us.
- 6.4 **You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will remain liable for all Transactions: -**
- 6.4.1 **before we receive the required notification, unless the Card Holder is able to prove, to our satisfaction, that the Transaction was unauthorised; and/or**
- 6.4.2 **until we have had reasonable time to take the necessary action to stop the Card, after we receive the written notice referred to in clause 6.3 above; and/or**
- 6.4.3 **made with the Card before we stop the Card, if the loss or theft of the Card or the compromise of the PIN is not reported immediately, including all cash drawn and payments made with the Card before we stop the Card; and/or**
- 6.4.4 **if the Card Holder's signature appears on the Transaction Slip proving use of the Card; and/or**
- 6.4.5 **if we have evidence to establish that the Card Holder was responsible for the particular use of the Card.**
- 6.5 Provided the Card Holder complies with the requirements in this "Unauthorised use of the Card and PIN" clause, you may in some instances not be held liable to pay for fraudulent Transactions that take place within the 48 (forty-eight) hours before we receive the written notice as referred to in clause 6.2 above.
- 6.6 Any delay in reporting an incident referred to in this "Unauthorised use of the Card and PIN" clause, will be regarded as negligent unless the Card Holder can prove otherwise.
- 6.7 **You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable for any debt that may arise or may have arisen in respect of this "Unauthorised use of the Card and PIN" clause.**
- 7 MONTHLY INVOICE AND PAYMENTS**
- 7.1 Each month we will provide you, where you have accepted liability for the Card Account(s), with an Invoice reflecting all the Card Accounts, to assist you in ensuring that the Card Holder(s) adhere to your expenditure policies and your Primary Account Limit. These Invoices are accessible to both you and the Card Holder(s).
- 7.2 You may request us to send additional copies of the monthly Invoices. There is no charge for a single replacement copy of an Invoice requested within a year after the Invoice Date, but there will be charges for any additional replacement copies.
- 7.3 **Invoices will be deemed to have been presented to you, and/or the Card Holder(s) where they have accepted liability for the Card Account(s), on the Invoice Date.**
- 7.4 **You, or the Card Holder(s) where they have accepted liability for the Card Account(s): -**
- 7.4.1 **should contact our Member Service Centre nationally on telephone number 0860-DINERS (346377) or internationally on +27 (0)11 358 8400 if no Invoice is received. Failure to receive a monthly Invoice will not entitle you, or the Card Holder(s) where they have accepted liability for the Card Account(s), to refuse or fail to pay any amount that is due to us;**
- 7.4.2 **may dispute (i.e. query) all or part of the Invoice, by sending us written notice of the query before the next Payment Due Date;**
- 7.4.3 **will not be entitled to withhold any payment to us**
- 7.4.4 **if there are any claims or disputes on any matter including disputes between you and the Card Holder, or any dispute with a Merchant as to the nature, quality or quantity of any goods, services or money which the Card Holder obtained or should have obtained. You agree that no Merchant is our agent;**
- 7.4.5 **must pay all Payments on or before the Payment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us; have the right at any time to pay in advance any amount owed to us without notice or penalty; and may not attach any conditions to any Payments.**
- 7.4.6 **We will not be involved in any reconciliation of Invoices.**
- 7.5 **Each Payment will be credited to your Primary Account against the relevant 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.**
- 7.6 **Any payment made into the Primary Account will only be credited once we have received the amount. You acknowledge that the processing of payments may result in a delay in crediting the Primary Account.**
- 7.7 **Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques and debit orders). The Card Holders will not be able to draw against such deposits until they have been duly and legally paid, even if any Card Accounts under your Primary Account have already been credited. If we do not receive the funds for any reason, we may reverse the credit.**
- 7.8 **We will not accept any post-dated cheques or any cheques made out to any party other than us.**
- 7.9 **All Payments are deemed to be received at our offices in Johannesburg. Processing delays may result in a Payment not reaching us on the same day as it is made. We consider a Payment to have been received by us only once we receive the Payment into the Primary Account. The risk of any Payment being intercepted, lost or stolen while in transit to us remains yours, or the Card Holder(s) where they have accepted liability for the Card Account(s), until we receive it.**
- 7.10 **Transactions made in foreign currencies will be shown on the Invoices in South African rands, calculated at the prevailing rates of exchange at the time when such charges are received by us plus an exchange handling charge.**
- 8 AUTHORITY TO DEBIT THE CARD ACCOUNT(S)**
- You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will remain liable for any amounts owing until the Card Account(s) is/are credited.**
- 9 DEFAULT INTEREST**
- 9.1 If any amount due is not paid on or before the Payment Due Date, you, or the Card Holder(s) where they have accepted liability for the Card Account(s), may be liable to pay us interest on all such Overdue Amounts at a rate of 2% (two percent) per month, or such other maximum rate that may be prescribed from time to time by the NCA for Incidental Credit Agreements.
- 9.2 Interest may be charged from the day following the Payment Due Date until the date of payment, both days inclusive, and shall be due and payable immediately and calculated on a daily basis on the outstanding balance and charged monthly in arrears.
- 10 TERMINATION OF THIS AGREEMENT BY YOU**
- 10.1 You may terminate this Agreement, together with the Primary Account and all Card Accounts linked to the Primary Account, 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.
- 10.2 If you would like confirmation of the Settlement Value, we will provide it either orally or in writing, within 5 (five) Business Days of your request.
- 10.3 The Settlement Value will only be binding for the date stated and will not include any Transactions effected or processed on or after the Settlement Date, for which you will remain liable.
- 11 CANCELLATION OF THE CARD(S)**
- 11.1 The Cards will always remain our property, and without losing any right to any claim which we may have against you, or the Card Holder(s) where they have accepted liability for the Card Account(s), we have the right to suspend the Primary Account and/or the Card Account(s) at any time if you, or the Card Holder(s) where they have accepted liability for the Card Account(s), are in default under this Agreement, and/or demand the return of all Card(s); and/or cancel or repeal the Card(s) in the event that the Primary Account or Card Account(s) is/are closed.

- 11.2 As soon as the Primary Account and/or any of the Card Account(s) is/are closed, you must ensure that the Card Holder(s) immediately destroy the relevant Card(s) by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card(s), so that the Card(s) cannot be used again.
- 11.3 You must ensure that a Card is destroyed by the Card Holder if: -
- 11.3.1 a Card Holder leaves your employment for any reason; or
- 11.3.2 we have withdrawn a Card; or
- 11.3.3 you request us to close any Card Holder's Card Account that has been opened at your request;
- or
- 11.3.4 you request us to cancel a Card; or
- 11.3.5 for any reason, the Primary Account has been closed.
- 11.4 You, or the Card Holder(s) where they have accepted liability for the Card Account(s), will remain responsible for any outstanding balances and purchases upon cancellation or termination.
- 11.5 A Card that is not destroyed correctly may still be used. If a Card is used after the Card Account and/or Primary Account has been closed, you, or the Card Holder(s) where they have accepted liability for the Card Account(s), will be liable and be held responsible for all Transactions.
- 12 INFORMATION SHARING**
- 12.1 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 the Primary Account and this Agreement; and/or details of the conduct on your Primary 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 under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 12.2 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
- 12.3 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Primary Account that gives us reasonable cause to suspect that such 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.
- 13 LEGAL COSTS AND CHARGES**
- 13.1 In the event of this Agreement becoming an Incidental Credit Agreement, we will charge you, or the Card Holder(s) where they have accepted liability for the Card Account(s), Default Administration Charges in respect of each letter sent to you or the relevant Card Holder(s).
- 13.2 Default Administration Charges will be equal to the amount payable in respect of a registered letter of 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.
- 13.3 We will charge you, or the Card Holder(s) where they have accepted liability for the Card Account(s), in respect of the enforcement of your/their payment obligations under this Agreement, all Collection Costs incurred by us.
- 13.4 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.
- 14 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 14.1 You warrant and represent to us, on the date on which you sign this Agreement and for the duration of this Agreement, that: –
- 14.1.1 you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 14.1.2 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;
- 14.1.3 **if applicable, you and any person who provides Collateral, have advised us if there are any requirements in your/their Constitutive Documents, which amend any alterable provisions of the Companies Act, particularly relating to your borrowing powers, and if applicable your/their power to provide Collateral, and that you/they have taken all necessary steps, fulfilled all formalities and obtained all approvals required by your/their Constitutive Documents as well as the Companies Act;**
- 14.1.4 all information that you provided to us in connection with this Agreement is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to us which, if disclosed, would adversely affect our decision to approve the application for the Primary Account;
- 14.1.5 you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in the "Default" clause in this Agreement, has occurred or is occurring;
- 14.1.6 you will ensure that you, at all times, comply with the formalities required in terms of your Constitutive Documents as well as all legislation and regulations applicable to this Agreement and your business activities, including but not limited to, where applicable: -
- 14.1.6.1 **delivering on time to the Companies and Intellectual Property Commission, your annual returns together with payment of your yearly fees, in respect of each financial year, in accordance with the provisions of the Companies Act or any other applicable laws; and/or**
- 14.1.6.2 all environmental laws and responsibilities; and/or
- 14.1.6.3 all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time; and you will ensure that the cover available under any insurance policies referred to in this Agreement will be sufficient to replace the property, assets or debt covered thereby, if applicable.
- 14.2 If you are a Juristic Person, you must tell us immediately if you are placed under an administration order, 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; and/or is deemed to be unable to pay its debts; and/or resolves that it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against it; or have any form of legal disability. On application for liquidation any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 14.3 If you are a Natural Person, you must tell us immediately if you are placed under an administration order, placed 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.
- 14.4 **To the maximum extent permitted by law, you hereby indemnify us (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.**
- 15 PRIMARY ACCOUNT LIMIT INCREASES**
- 15.1 We may increase the Primary Account Limit under this Agreement only – temporarily as referred to in clause 15.2 below; or by agreement with you, subject to clause 15.3 below; or in response to a written request initiated by you at any time; or with your written consent in response to a written proposal by us which may be delivered at any time; or unilaterally in accordance with, and subject to the limitations set out in clause 15.4 below.
- 15.2 An increase in the Primary Account Limit shall be temporary if we honour (pay) a Transaction by a Card Holder despite the fact that it will exceed the Primary Account Limit in terms of this Agreement, or we agree to increase the Primary Account Limit in response to a request from you in order to accommodate a particular Transaction, on condition that the preceding Primary Account Limit will again apply within a specified period or after a specified occurrence has taken place.
- 15.3 Before increasing the Primary Account Limit in terms of clause 15.1 above, we may complete a fresh assessment of your ability to meet the obligations that could arise under the increased facility, as required by the NCA.
- 15.4 If you at the time of applying for this Primary Account or at any later time have in writing specifically requested the option of having the Primary Account Limit automatically increased from time to time, we may unilaterally increase the Primary Account Limit under this Agreement – once during each year as measured from the later of the date the Primary Account Limit under this Agreement was established, or the date on which the Primary Account Limit was most recently changed in accordance with clause 15.1 above; and by an amount not exceeding the lesser of the average monthly purchases or cash advances charged to the Primary Account or the average monthly Payments made by you during the 12 (twelve) months immediately preceding the date on which the Primary Account Limit is increased.

- 15.5 For the purposes of clause 15.4 above, a specific request does not include an oral request or assent by you, or a standard provision of an agreement the whole of which is accepted by you, but does include a written request in any form or authored and signed by you and delivered to us at any time, or a standard form option provided by us and presented for consideration by you alongside the alternative of having some or all of the Card Limits increased, only as contemplated in this "Primary Account Limit Increase" clause; and agreed to by being initialled or signed by you.
- 16 **CHANGE IN CONTROL OF A COMPANY, CLOSE CORPORATION, PARTNERSHIP OR TRUST**
- 16.1 You must let us know in writing as soon as you become aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of: -
- 16.1.1.1 the company, close corporation, partnership or trust in whose name the Primary Account has been opened; and/ or
- 16.1.1.2 any Surety/Guarantor for your debt to us.
- 16.2 Any change taking place in terms of clause 16.1 above will not affect any Collateral held by us nor will it release any Surety/Guarantor (if any) from a suretyship/guarantee.
- 16.3 In the event of any proposed or actual change referred to in clause 16.1 above, we reserve the right to reconsider the terms and conditions of this Agreement.
- 17 **DEFAULT**
- 17.1 Default in terms of this Agreement will occur if:-
- 17.1.1 you fail to pay any amount due by you and payable to us under this Agreement on the Payment Due Date; and/or
- 17.1.2 there is a material deterioration, in our reasonable opinion, in your financial position; and/or
- 17.1.3 you fail to comply with legislation and/or regulations applicable to this Agreement and your activities, including but not limited to, environmental laws or responsibilities and, where applicable, any company laws; and/or
- 17.1.4 you breach any of the terms and conditions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; and/or
- 17.1.5 where applicable, any person who furnished Collateral to us in respect of this Agreement - commits any breach of its obligations to us in terms of the Collateral agreement; and/or fails to satisfy their suretyship/guarantee commitment when requested to do so; and/or delivers to us written notice of termination of their liability under their suretyship/guarantee; and/or you or any person who furnished Collateral in respect of the Agreement: -
- 17.1.5.1 being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; and/or is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936; and/or has any application or other proceedings brought against you/him or in respect of you/him, in terms of which you/he are/is sought to be sequestrated or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsarily; or
- 17.1.5.2 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; and/ 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; and/or
- 17.1.6 where applicable, a court grants a garnishee order attaching part of a Surety/Guarantor's income to settle any amount owing by the Surety/Guarantor; or
- 17.1.7 the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting payment of the full amount owing, you have failed to repay the Settlement Value; or
- 17.1.8 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/ their creditors; or
- 17.1.9 any representation, warranty or assurance made or given by you in connection with your application for this Primary Account or this Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; or
- 17.1.10 you generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or
- 17.1.11 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.
- 17.2 If you are in default, and the Agreement is regarded to be an Incidental Credit Agreement under the NCA, we may give you written notice of such default requesting that the default be rectified; and/or propose that this Agreement be referred 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 the Payments up to date; and/or immediately restrict activity or suspend the Primary Account and/or the Card Account(s) without notice; and/or close the Primary Account and/or the Card Account(s) by giving you 10 (ten) Business Days written notice of the intended closure; and/or review the terms and conditions applicable to the Primary Account; and/or increase the rate of interest charged; and / or commence proceedings to enforce this Agreement, including exercising our rights in terms of any Collateral held, if applicable.
- 17.3 If you are in default, and the Agreement is not subject to the NCA, we will be entitled to: -
- 17.3.1 institute proceedings against you for payment of all amounts then owing by you to us; and/or
- 17.3.2 take possession of all Cards; and/or
- 17.3.3 claim such legal costs as may be permissible in law, in recovering any amount that you owe to us, which includes legal costs on the so-called attorney and client scale, collection charges, tracing fees and VAT thereon, without prejudice to any claim for damages which we may have against you arising from the default.
- 17.4 If you are a Natural Person and 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.
- 17.5 We may commence legal proceedings if we have given you notice as referred to in clause 17.2 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 17.2 above and you have not responded to that notice or have responded to the notice by rejecting our proposal.
- 17.6 We may exercise our rights in terms of this "Default" clause and if you dispute our right to do so, you must continue to pay the Payment amounts owing to us. Our acceptance of such Payments will not affect any of our rights in terms of this Agreement or in law.
- 17.7 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 the "Legal costs and charges" clause in this Agreement from you.
- 17.8 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 Primary Account and/or Card Account(s) 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 "Default" clause, and we may continue making the Primary Account and the Card Account(s) available to you and the Card Holder(s).
- 17.9 The above default clauses and default procedure in clause 17.2 above, 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 the Primary Account and/or the Card Account(s) is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you and/ or the Card Holder(s) are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend the Primary Account and/or Card Account(s) or withdraw the Primary Account and/ or Card Account(s) without notice to you and/or the Card Holder(s), and call for immediate payment of all amounts owing by you to us.

- 17.10 If we close, restrict activity or suspend access to your Primary Account and/or the Card Account(s) 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.
- 18 MALFUNCTION OF ELECTRONIC FACILITIES**
- 18.1 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.
- 18.2 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, ATM or Electronic Device, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.
- 19 ADDRESS FOR NOTICES**
- 19.1 You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in the Application Form 1.
- 19.2 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 Primary Account, or any address advised in terms of clause 19.3 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.
- 19.3 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.
- 19.4 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.
- 19.5 Despite anything to the contrary set out in this "Address for notices" clause, 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 that where the post office does not make street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 19.6 We choose the address below as the address at which all processes and notices arising out of or in connection with this Agreement, its breach or termination, may validly be served upon or delivered to us at:
- Diners Club S.A. (Pty) Ltd.
35 Symons Road
Auckland Park
2092
Fax: 011 482 6993
("our notice address")
- 20 CESSION BY DINERS CLUB**
- 20.1 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.
- 20.2 You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
- 21 GENERAL**
- 21.1 If your Payment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.
- 21.2 Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement.
- 21.3 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.
- 21.4 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.
- 21.5 At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonably required information of or relating to you.
- 21.6 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.
- 21.7 A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which you, or the Card Holder(s) where they have accepted liability for the Card Account(s), owe to us and stating that such amount is due, owing and payable to us, will on its mere production be sufficient proof of any amount due and/or owing by you, or the Card Holder, in terms of this Agreement, unless the contrary is proved.
- 21.8 If you, where you are liable for the Payments, experience difficulty in meeting the Payments, we invite you to contact us without delay.
- 21.9 If you are a Natural Person and the NCA is applicable, 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.
- 21.10 If you are a Natural Person and the NCA and/or CPA is applicable, 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 file a complaint with the National Credit Regulator in respect of any alleged contravention of the NCA or file a complaint with the National Consumer Commission in respect of the CPA; and/or make an application to the National Consumer Tribunal ("tribunal") for: -
- 21.10.1 an order resolving a dispute over information held by a credit bureau; and/or an order compelling the delivery of an Invoice and/or review of an Invoice; and/or permission to bring a complaint directly before the tribunal; and/or an order allowing late filing.
- 21.11 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.
- 21.12 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.
- 21.13 This Agreement constitutes the entire Agreement between the Parties. Each term of this Agreement is separate from the other. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.
- 21.14 Except for the changes referred to in clauses 5.6 and 5.7 of this Agreement, 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 deliver 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.
- 21.15 You should contact us if you need further explanation of anything related to, or referred to in, this Agreement. You may contact us at our Member Service Centre.

22 **DATA PROTECTION**

- 22.1 We may and you expressly consent to the collecting and Processing of your Personal Information by us, to - open, administer and operate your Primary Account and Card Account(s); provide any combination of services, analysis, advice or intermediary service linked to your Primary Account and/or Card Account(s), to you; monitor and analyse the conduct on your Primary Account and/or Card Account(s) 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.
- 22.2 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 Primary Account and/or Card Account(s) (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.
- 22.3 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 your account or continue to offer services to you; and you are providing us with your Personal Information voluntarily.