

1. Definitions

In this Agreement, unless the context indicates the contrary:

- 1.1. "Act" or "the Act" means the National Credit Act, No. 34 of 2005, and Regulations, as amended from time to time.
 - 1.2. "Agreement", "Credit Agreement", "Credit Facility" or "Facility" means the Credit Agreement between You and Us incorporating the pre-agreement quotation and disclosure notices as well as the terms and conditions of the Card and Credit Facility in force from time to time.
 - 1.3. "Applicant" means the natural person submitting an Application to Us.
 - 1.4. "Application" or "Applying" means when You apply to Us for a Credit Facility, either:
 - 1.4.1. telephonically through Our call centre; or
 - 1.4.2. online by submitting an Application electronically to Us; or
 - 1.4.3. through Application at one of the Merchants accepting the Card.
 - 1.5. "Card" means the NWJ card issued by Us for Your use to access Your Credit Facility and "Card Account" shall mean the account that is created for You pursuant to that Card.
 - 1.6. "Card Contact Details" mean:
 - 1.6.1. Tel: 0861 444 493
 - 1.6.2. E-mail: NWJcustserv@rcsgroup.co.za
 - 1.6.3. Postal address: PO Box 111, Goodwood 7459
 - 1.7. "Initiation Fee" means a fee charged in respect of the costs of initiating the Credit Agreement which cost can either be charged to Your account or paid by You in cash upon entering into the Agreement or when making Your first purchase.
 - 1.8. "Merchant" means NWJ Fine Jewellery (Proprietary) Limited (Registration Number 2007/033055/07); trading as NWJ Jewellery, of 12 Tetford Circle, Millennium Bridge Business Park, La Lucia Ridge, 4051; or any person to whom it transfers any of its rights or obligations under this Agreement.
 - 1.9. "RCS" means RCS Cards (Proprietary) Limited, (Registration Number 2000/017891/07); of Ground Floor Liberty Grande Building, Corner of Voortrekker Road and Vanguard Drive, Goodwood, 7460; or any person to whom it transfers any of its rights or obligations under this Agreement.
 - 1.10. "RCS Head Office" means Ground Floor Liberty Grande Building, Corner of Voortrekker Road and Vanguard Drive, Goodwood, 7460, postal address
PO Box 111, Goodwood 7459.
 - 1.11. "Reference Rate" means the RCS reference rate. Your interest rate will vary in a fixed relationship to variations of the RCS merchant reference rate;
 - 1.12. "Regulations" means the Regulations under the Act.
 - 1.13. "Service Fee" means a fee, charged at the discretion of RCS which is debited to Your Card Account either monthly or annually for the administration of Your account.
 - 1.14. "We", "Us", "Our" means RCS who is the credit grantor, and where relevant, Our subsidiary and holding companies, any subsidiary of any of Our holding companies and any person to whom We transfer any of Our rights or obligations under this Agreement.
 - 1.15. "You", "Your" means the credit receiver, being the holder of the Card.
2. Application and Agreement
- 2.1. By making Application to Us, the Applicant applies for a Credit Facility from RCS.
 - 2.2. We have no obligation to approve the Application. All Applications and approvals will be made to and agreed upon at the RCS Head Office.

- 2.3. Any Application is subject to Our credit approval criteria and to the conditions for granting credit as set out in the Act.
 - 2.4. We have the discretion to decline Your Application at any time, to determine any credit limit or to decrease any credit limit.
 - 2.5. Your Application will be considered on the information that You provide to Us. All information provided to us must be truthful, complete, accurate and correct.
 - 2.6. You must have the required legal capacity to enter into and be bound by this Agreement. We may require proof of identification.
 - 2.7. Should We elect to accept Your Application and grant You credit, the fact that We have entered into an Agreement with You now, does not mean that We will do so in the future. We have the right to refuse to enter into any further Agreements with You as well as the right to withdraw the Facility and close the account, at any time.
 - 2.8. A pre-agreement quotation and disclosure notice will be given to You either:
 - 2.8.1. at the Merchant store; or
 - 2.8.2. when You telephone Us, at which time the details of these notices will be explained to You; and the telephone call will be recorded and a written Agreement will be delivered to You by fax or by post; or
 - 2.8.3. forwarded to You electronically after Your website Application.
 - 2.9. If any Application has been approved, the pre-agreement quotation and disclosure notice will be sent to the Applicant electronically or by telefax together with a notice confirming provisional approval of the Application.
 - 2.10. The Agreement between Us will be concluded either:
 - 2.10.1. at the Merchant store and the written Agreement will be delivered to You; or
 - 2.10.2. via website Application and the Agreement will be forwarded to You electronically, thereafter and as soon as You receive the written Agreement and Card, You must sign each with a ballpoint pen and ensure that You keep both the Agreement as well as the Card in a safe place.
 - 2.11. The Agreement with RCS will only be entered into once the Applicant has received and signed the Card and thereafter agrees to the terms thereof by utilising the Card to purchase at the Merchant.
 - 2.12. You are the only person who may use Your Card. You cannot transfer it to any other person or authorise any other person to use it.
 - 2.13. We have the right to amend the Agreement without notice to You. Such amended Agreement will not constitute a new agreement and the terms thereof shall become effective immediately.
 - 2.14. Our marketing documentation sent to You reflects repayment values that are only illustrative values. These values have been calculated as though the full credit limit is utilised on day one and then repaid over 12 months. Should We enter into an Agreement with You, Your actual monthly repayment will depend on the outstanding balance on Your account as well as the repayment terms, rates and repayment periods selected at the time of purchase and changed from time to time in terms hereof.
3. Addresses
 - 3.1. The residential address You gave Us when completing the Application (and as it appears on the written Agreement), is the address which You choose where legal notices and any process of court may be served on You (Your "domicile address"). Your mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communication. If You move to another residential address, wish to change Your mail address or wish to give Us any notice, You must inform Us thereof via the Card Contact Details set out in clause 1.6 above. If You change Your address, this change will only come into effect 7 (seven) days after We receive Your notice.
 - 3.2. Only residential addresses within the Republic of South Africa may be used.
 - 3.3. If We want to change Our domicile, We will also give You notice.
 4. How to use Your Card
 - 4.1. By signing the Card and activating the Credit Facility, You accept all the terms of the Agreement.
 - 4.2. You may use Your Card to purchase goods or obtain a service from the Merchant and You must sign a sales voucher each time

You use Your Card. We will then debit Your Card Account with the value of these purchases. You cannot make purchases on Your Card Account unless You present Your Card to the Merchant. When You sign the voucher, You confirm receipt and delivery of the purchases or services.

- 4.3. We will debit Your Card Account with all transactions presented to Us unless You can prove that the Merchant concerned did not have the authority to cause Your Card Account to be debited with the amounts concerned.

5. Payment to Merchants

- 5.1. We have the right to pay the person or entity from whom goods were purchased or services obtained, the amount appearing on the voucher concerned, when the voucher is presented to Us for payment.
- 5.2. It is Your responsibility to check Your statement. Unless You notify Us in writing within 30 days of the date of Your statement that You deny Your liability for any debit appearing on Your statement, You will be deemed to be liable therefor.
- 5.3. As a result of certain unforeseeable circumstances, the Merchant may only be able to advise RCS of a purchase made by You in the month(s) after the month of purchase. This will result in RCS effecting a debit to Your Card Account as soon as it has received such Merchant notification and You hereby agree to such debit being recorded to Your Card Account.

6. Disputes with Merchants

- 6.1. In terms of section 5(2)(d) of the Consumer Protection Act, No. 68 of 2008, as amended, the rights afforded to You by the Consumer Protection Act do not apply to credit agreements, but do apply to the goods purchased and services obtained in terms of that credit agreement. A dispute that You have about the goods and/or services (including but not limited to the return of goods bought on Your Card Account) must therefore be resolved directly with the Merchant.
- 6.2. If you have a dispute with a Merchant (including but not limited to the return of goods bought on Your Card Account), that dispute will not entitle You to:
 - 6.2.1. instruct Us to refuse to pay the Merchant for goods purchased or services obtained by You on Your Card;
 - 6.2.2. refuse to pay Us for payments already made to the Merchant, irrespective of whether such payment was made in respect of the goods that are the subject-matter of a dispute; or
- 6.2.3. instruct Us to do a charge-back of a payment already made to the Merchant.
- 6.3. We will not be liable to You:
 - 6.3.1. if any Merchant refuses to accept Your Card as payment; or
 - 6.3.2. for any goods purchased or services obtained with Your Card; and You will not have the right to claim anything from Us or to institute any counterclaim against Us or to apply set-off against Us on this basis or any other basis.
- 6.4. Any refund by a Merchant to You must be paid to Us so that We can credit Your Card Account.
- 6.5. When We receive a credit voucher issued by a Merchant for goods purchased or services obtained by You with Your Card, We will credit Your Card Account with the amount of the credit voucher.
- 6.6. We will deem all payments made by You to be made paid on the date that We receive such payment either at Our offices or at the Merchant and the payments shall be allocated in the following order:
 - 6.6.1. In the payment of interest; and thereafter
 - 6.6.2. In the payment of fees and charges (including any insurance products); and finally
 - 6.6.3. In the payment of the principal debt, it being agreed that Your oldest debt will be paid first and according to the hierarchy of Your revolving credit balance and thereafter according to the sequence of any further budget plan (if any) as entered into.
- 6.7. If you receive a refund for any goods purchased or services obtained from a Merchant on Your Card Account, you will remain liable for any fees and costs that we are entitled to charge or have charged to Your Card Account in terms of this Agreement.

7. Cancellation of Card
Your Card will always remain Our property and without Our losing any right to any claim which We have against You, We have the right, at any time, to cancel, suspend, repeal or demand the return of Your Card.
8. Credit Limit on the Card
- 8.1. You may not purchase any goods or obtain any services with Your Card, which will cause the credit limit of Your Card Account to be exceeded.
- 8.2. Should You wish to obtain a temporary increase in Your credit limit, or should your credit limit be temporarily increased to cover any purchases that may exceed Your available credit limit, such temporary increase will only be for a limited time and after repayment of the amount in full and along with and in addition to Your next monthly repayment, as reflected on Your next statement, Your credit limit will be reduced to what it was before the temporary increase was granted.
- 8.3. We have the right to reduce, change or cancel the Credit Facility and/or budget plan credit limits of Your Card Account.
- 8.4. Should You wish to receive a credit limit increase at any time (other than an increase referred to in clause 8.2 above) You may request this in writing at any time and such increase will be subject to the RCS criteria and affordability checks that will be made at the time of the request.
- 8.5. If You wish to be eligible for automatic annual increases of Your credit limit, You must advise Us in writing. If You choose to automatically receive an annual credit limit increase, We will continue to review Your credit limit annually and may grant You an annual increase in accordance with the Act.
- 8.6. The applicable limits from time to time will be reflected on Your statement.
- 8.7. Should Your contract of employment come to an end or expire (this relates to permanent employment or to the expiration of a fixed term contract of employment) or if there is any other material change in Your circumstances that may adversely affect Your ability to make repayments in terms of this Agreement, You are required to immediately notify Us hereof. RCS in its sole and absolute discretion may perform a credit assessment as provided for in clause 2.3 and take such necessary steps it deems appropriate, including but not limited to blocking Your Credit Facility so that You are not able to use Your Card, until such time as Your aforementioned circumstances change (to the satisfaction of RCS).
- 8.8. Nothing in this Agreement shall prevent RCS from performing a credit assessment at any time during the Credit Facility.
9. Change of Conditions of Use
You hereby consent to Us changing, repealing, replacing or adding to any of these terms and conditions of use as set out in this Agreement and if We do We will notify You thereof by sending the changes to Your mail address, before they become effective. If You continue using the Card after such notice, the new conditions of use will apply.
10. Insurance
For your protection Your Card must include Customer Protection Insurance.
- 10.1 RCS Customer Protection insurance covers the following:
- 10.1.1 Death cover or Permanent Disability (which covers your outstanding balance up to an amount of R10 000); or
- 10.1.2 Temporary Disability or Retrenchment (which covers your outstanding balance up to an amount equal to 6 months of your instalments.)
- 10.2. You have the right to waive the proposed Customer Protection Insurance with Guardrisk, the details of which are set out in the Account Application Form and the Customer Protection Insurance Policy and to substitute it with a policy of Your own choice, which covers the same benefits and which policy must then be ceded to RCS with certain written directions as contemplated in the National Credit Act, No.34 of 2005.

11. Lost Card Protection
 - 11.1. You are responsible for the safekeeping and proper use of Your Card or Card Account and You must see to it that no other person uses Your Card or Your Card Account.
 - 11.2. If you lose Your Card, or if it is stolen or misappropriated, You must immediately tell Us by calling the Card Contact Details.
 - 11.3. You will not be held liable for purchases made on your Card after You have reported it stolen, lost or fraudulently used.
 - 11.4. We will charge You a nominal fee for a replacement Card.

12. Statement
 - 12.1. We will send a statement to You periodically, which will:
 - 12.1.1. show all transactions relating to Your Card Account;
 - 12.1.2. show the current amount due;
 - 12.1.3. show all interest and other charges debited by Us to Your Card Account;
 - 12.1.4. show all payments made as well as the balance outstanding; and
 - 12.1.5. inform You of the amount which You must pay to Us on or before the due date stated on the statement, for each plan.
 - 12.2. In the event of late notification of any debit or purchase (as referred to in clause 5.3 above) such late debit entry will be reflected on Your Card Account as and when the Merchant advised Us thereof, this notwithstanding the fact that You may have transacted with the Merchant at a time earlier than the date on which the statement is presented to You.
 - 12.3. The frequency of statements will be at Our discretion, provided that no more than three months shall pass between delivery of successive statements of account. Non-receipt of Your statement does not free You from Your obligation to pay any amount due to Us, as You may obtain information with regard to Your Card Account and obligation from Us telephonically. A statement of account may not be delivered in respect of Your Card Account if no amount has been debited or credited to Your Card Account during the statement period.

13. Payment, Settlement and Termination
 - 13.1. You must pay at least the minimum amount payable, as indicated on Your statement, by the due date, which instalment may be made up of the sum of the instalment on the revolving plan, plus the sum of the fixed repayments on the budget plan(s) as well as any previously unpaid amounts, fees and charges. We have the discretion to decide what this instalment is.
 - 13.2. You may prepay any amount owed to Us at any time.
 - 13.3. You may furnish Us with a debit order for Your monthly payments and any other amounts that may be due by You to Us in terms of this Agreement.
 - 13.4. You may also pay the amounts due:
 - 13.4.1. at selected Merchants; or
 - 13.4.2. via electronic funds transfer.
 - 13.5. You are required to perform Your obligations in terms of this Agreement at RCS Head Office. It is also agreed that repayments received by Us shall only constitute performance when these are effected at the RCS Head Office and You bear the risk of the payment method You may elect to use.
 - 13.6. If You(r):
 - 13.6.1. fail to pay any amount that is due on the due date; or
 - 13.6.2. fail to comply with any conditions of Your Agreement; or
 - 13.6.3. estate is sequestrated; or
 - 13.6.4. die; or
 - 13.6.5. make any untrue or incorrect statement or representation, or
 - 13.6.6. fail to disclose information regarding this Agreement or during Your Application; or

- 13.6.7. do anything that may prejudice Our rights; then all amounts owing by You will become due and payable immediately and without incurring any liability therefor, We may notify any other person who We think should know thereof; and Your Card may no longer be used.
- 13.7. The method of payment that You choose will be at Your risk but any payment shall only be properly made when We receive and process it and any amounts paid will not automatically increase the amount available for use/purchase ("the open to buy") on Your Credit Facility.
- 13.8. You may terminate this Agreement at any time and if You wish to do so, You must give Us notice in writing, delivered to Us by hand, fax, e-mail or registered mail. If You wish to terminate the Agreement, You will have to settle the full outstanding amount owing to Us.
- 13.9. If You fail to comply with any of the terms and conditions of the Agreement, this will constitute breach of the Agreement and We may accordingly unilaterally terminate this Agreement immediately, without notice to You.
14. Interest and Other Rates and Costs
- 14.1. A Service Fee, and at Our discretion, an Initiation Fee, will be charged for the administration of Your Card Account. You consent to Us changing these fees upon notice to You.
- 14.2. Subject to the provisions of the Act, We will determine the amount of any finance charges and other charges, which will apply to Your Card Account from time to time and show this on Your statement. We will be entitled to levy interest at the maximum annual interest rate permitted by law from time to time.
- 14.3. The interest rate charged on Your Credit Facility balance is a variable rate that is linked to the Reference Rate and changes to that rate will result in changes to the rate at which interest is charged on Your Card Account balance. You will be advised (via a message on Your statement) and on Our website of changes to the interest rate within 30 (thirty) days of the change.
- 14.4. Interest on Your budget plan will be fixed, at the rate applicable at the time of the purchase, for the period of repayment.
- 14.5. The interest rate applicable to each of Your budget plans will be determined at the time that You enter into each separate budget plan.
- 14.6. If You pay the outstanding balance on Your Card Account in full on or before the due date reflected on the statement, We may decide not to charge interest in respect of the transactions which appear for the first time on that statement. If We decide not to charge interest, this will not mean that We have waived Our right to charge interest and We reserve all Our rights to charge interest at any time.
- 14.7. Should Your Card Account be in debit and should You fail to pay the full outstanding balance indicated on Your latest statement as owing to Us by the due date You will pay interest on the full outstanding balance from the date of the transaction(s), whether or not You received the statement, as well as interest on any new purchase/transaction until such time as You settle the full outstanding balance.
- 14.8. Interest on Your Credit Facility will be calculated on a daily basis and compounded monthly on the full outstanding balance on the due date of the instalment until date of payment. This interest is then added monthly to Your outstanding balance.
- 14.9. If You go into arrears on the repayment of Your instalment, additional arrear interest on overdue amounts may be charged to Your Card Account at the same rate as the interest rate applicable to the principal debt, or at any other rate We may determine that does not exceed any prescribed maximum rate. If You are paying by debit order, this arrears interest will be collected with the next monthly debit order.
15. Legal and Other Costs
- 15.1. If Your Card Account goes into arrears:
- 15.1.1. You will be charged with default administration cost(s) and other costs and fees relating to debt collection activities, including a charge for any correspondence and telephone calls made to You each month that Your Card Account

- remains in arrears; and
- 15.1.2. default information will be submitted to the Credit Bureau and this will affect Your ability to obtain further credit; and
- 15.1.3. We may suspend Your Credit Facility and give You 10 (ten) days' notice before closing the Card Account, and if We close the account, You will be required to repay the Card Account in full; and
- 15.1.4. Your account may be handed over to a debt collection agency for recovery of arrear amounts and You will be charged with these costs.
- 15.2. If We have to institute legal action against You (issue a summons), You will be liable for all legal costs, which will include but not be limited to:
- 15.2.1. legal costs on the scale called "attorney and client scale" (meaning all the expenses incurred by the attorney briefed by Us, including all costs of any advocate instructed by him, as on brief, and the cost of the professional services rendered by the attorney to Us);
- 15.2.2. collection charges and tracing fees;
- 15.2.3. revenue stamps and sheriff fees;
- 15.2.4. value-added tax (VAT) thereon, which We may incur in recovering or attempting to recover monies which You owe Us; and
- 15.2.5. these costs will be debited to Your Card Account.
- 15.3. Judgment may also be taken against You.
- 15.4. We will not try to collect any costs exceeding the costs provided for in the Act.
16. Certificate of Indebtedness
- A certificate signed by any of Our managers (whose appointment and authority need not be proved) in which the amount of Your indebtedness to Us and the interest rate applicable to Your Card Account is stated, shall be accepted as sufficient proof of Your indebtedness in any legal proceedings and shall be regarded as correct unless You prove that the amount or the interest rate is incorrect, subject to the Act.
17. Consent to Jurisdiction
- In terms of section 45 of the Magistrates' Courts Act, 32 of 1944 You hereby consent that We may institute any legal proceedings that have to do with this Agreement or Your Card Account in the Magistrate's Court, being any magistrate's court, which in terms of section 28 of the Magistrates' Courts Act, has jurisdiction over You. We can however choose to institute action against You in any other court having jurisdiction.
18. Waiver
- 18.1. If for any reason or purpose We do not immediately enforce or implement any of Our rights in terms of this Agreement, it does not mean that We have abandoned, given up or waived any of those rights.
- 18.2. RCS intends complying in full with the Act. Subject to the Act, if any term or part of such term in this Agreement is void by reason of unlawfulness, the parties agree that such term or part thereof shall be regarded as invalid and unenforceable and shall be severed from this Agreement and the Agreement thus constituted shall be enforced except when the whole Agreement is void, which will result in restitution.
19. Debiting of Costs
- We may charge and debit to Your Card Account such other charges as We may determine and such other charges and fees as provided for in the Act and statutory levies and taxes.

20. Personal and Confidential Information
- 20.1. In this Agreement, personal information means:
 - 20.1.1. information You give Us or that We already hold about You including any phone number from which You call Us, which We may record;
 - 20.1.2. information We receive from enquiries We make so We can make a decision on Your Application or Agreement, including information We receive from searches made by Us in Your name with any credit bureau;
 - 20.1.3. information about any account or policy which You hold with or through Us; and
 - 20.1.4. information We receive from anyone who is allowed to give Us information about You pursuant to or in relation to Your Application, Credit Facility, or any credit life policy.
- 20.2. We will keep Your personal information for only as long as We need to or have to by law and the purpose for which We record Your personal and confidential information is set out in this clause.
- 20.3. You agree and consent that We may process, record or disclose Your personal information, including details of Your transactions, to:
 - 20.3.1. search credit bureau, credit reference and fraud prevention agencies' records so We can manage Your Card Account with Us and make decisions about credit, including whether to make credit available or to continue or to extend Your existing credit;
 - 20.3.2. assess any Application for credit or other financial services You or any member of Your household makes (We will sometimes use a standard credit-scoring or other automated decision-making system to do this);
 - 20.3.3. manage Your Credit Facility (and policies, if any), and make decisions on questions about any Application, Agreement or correspondence which You may have with Us;
 - 20.3.4. carry out, monitor and analyse Our business;
 - 20.3.5. contact You by post, by phone, by e-mail, by sms or other electronic means or in any other way about other products and services which We consider may interest You, unless You tell Us that You would prefer not to receive such offers; and
 - 20.3.6. comply with any laws or regulations.
- 20.4. You agree and consent that We may disclose Your personal information to:
 - 20.4.1. any person working for Us;
 - 20.4.2. if You arrange insurance through Us, to that insurer;
 - 20.4.3. any organisation which underwrites or supports any of Our products which You hold;
 - 20.4.4. any guarantor of Your obligations under this Agreement;
 - 20.4.5. any payment system under or through which Your Card Account is paid;
 - 20.4.6. any person to whom We transfer any of Our rights or obligations under this Agreement;
 - 20.4.7. any businesses or company including any direct marketing companies or businesses with whom We interact in order to supply to You, or provide to You or market to You any product or service that We believe You may be interested in;
 - 20.4.8. any third party debt collection agency or attorney appointed to collect any monies You owe Us; and
 - 20.4.9. anyone You authorise Us to give personal information to.
- 20.5. To the extent lawful We may transfer, license or otherwise authorise the use of any of Your personal data and information.
21. Consumer Credit Information and Credit Bureaux
- 21.1. You consent to and agree that We may:
 - 21.1.1. make enquiries to confirm any information provided by You in Your Application or at any time during the Card process or Agreement;
 - 21.1.2. submit to any credit bureau or third party (with whom You have financial relations at any time) any information about or

- as contained or provided to Us by You in Your Application or about the Application, opening and closing of this Agreement and Card Account;
- 21.1.3. seek, verify and receive information from any credit bureau or third party (with whom You have financial relations at any time) when assessing Your Application or Your credit worthiness, and also at any time during the existence of Your Card Account;
- 21.1.4. provide, disclose and register the existence of this Agreement and any personal information, and details relating thereto, to any credit bureau or third party (with whom You have financial relations at any time) sharing positive and negative information about You or Your credit account, including any non-compliance with the terms and conditions of this Agreement.
- 21.2. You acknowledge and understand that a credit bureau will provide Us with credit profile information and possibly a credit score reflecting Your credit worthiness.
- 21.3. Subject to the provisions of the Act, We will be entitled to obtain and disclose the above information:
- 21.3.1. if We think it is necessary or may be of benefit to You;
- 21.3.2. where We are legally compelled to do so;
- 21.3.3. where it is in the public interest to disclose; or
- 21.3.4. where Our interests require disclosure.
- 21.4. You have agreed that the personal information provided by You when making Your Application or when entering into the Agreement with Us, may be used by Us for ancillary purposes reasonably in keeping with the nature of Our business as well as for marketing and related purposes. Should You not wish Us to utilise Your information for this purpose, You must advise Us thereof in writing or telephone Us so that Your choice can be recorded and thereafter confirmed in writing.
- 21.5. You confirm that the information You will provide to Us or have provided to Us is true, complete and correct.
- 21.6. You waive any rights or claims You may have against Us relating to the provision of information by or to Us in terms of this Agreement.
- 21.7. We will give You 20 (twenty) days' written notice before sending any adverse information about You to the Credit Bureau.
- 21.8. You have the right to challenge information reflected at the Credit Bureau. You have the right to contact the Credit Bureau, have Your credit record disclosed to You and to have inaccurate information corrected.
- 21.9. The Credit Bureau can be contacted at: Transunion Credit Bureau, Wanderers Office Park, 52 Corlett Drive; Illovo, Tel 011 214 6000; Experian, Experian House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, Tel: 011 799 3400; Compuscan, Compuscan House, 3 Neutron Ave, Techno Park, Stellenbosch, Tel: 021 888 6000; XDS, 11-13 St. Andrews Street, Oakhurst Building, Parktown, Johannesburg, Tel: 011 645 9100.
22. Releasing Information to the Credit Bureau and Agencies
- 22.1. You agree and consent that We will release some personal information about You to the Credit Bureau when We search their records about You. They will record details of Our searches. We will also release information to them about any account that You hold with Us, including information about any payments You have missed. Information held by them may be linked to other people with whom You have a financial association. If You give Us false or inaccurate information and We suspect fraud, We will tell them thereof.
- 22.2. The Credit Bureau will share search details and account information with Us and other organisations so that We and they might:
- 22.2.1. assess Applications for credit and related services, and manage accounts and insurance policies with You or members of Your household;
- 22.2.2. check Your identity to prevent money laundering (passing money through accounts so that the source of the funds cannot be traced);
- 22.2.3. prevent, detect or prosecute fraud and other crimes; and

- 22.2.4. recover and trace debts.
- 22.3. The Credit Bureau will share records with other organisations to help make decisions on proposals for and claims against, motor, household, credit, life and other insurance, for You and members of Your household.
- 22.4. The Credit Bureau will also use personal information for statistical analysis about credit and insurance fraud.
- 22.5. In the event that We hand Your Credit Facility over to a debt collection agency or an attorney for collection or legal action, You agree and consent that We will release some personal information about You to such third party.
- 22.6. We cannot be held responsible for any loss that You may suffer or damage that You may incur as a result of any malfunction by any credit bureau or agency.
23. General
- 23.1. We will monitor and record all phone calls and other interactions with You.
- 23.2. You confirm that the terms and conditions, the meaning and consequences of this Agreement have been presented and explained to You in a language that You understand. The risks relating to the Agreement, as well as Your rights and obligations have also been explained to You.
- 23.3. Should You wish to receive copies of documents relating to Your Card Account, You must advise Us of the manner in which You want these to be delivered to You (provided We have the ability to effect the delivery You choose). In certain instances, We are entitled to charge a fee for such copies.
- 23.4. We may cede, assign or transfer any of Our rights or obligations under this Agreement or arrange for any other person to carry out any of Our rights or obligations under this Agreement without Your consent and without notice to You.
- 23.5. We will not be liable for anything outside of Our reasonable control (for example, a failure of computer systems, or power failures which happen for reasons outside Our reasonable control) or any industrial action, or political unrest, war, if this prevents Us from providing Our usual service.
- 23.6. We will not be held liable for any loss or damage sustained by You or a third party regarding either the Application for credit or regarding this Agreement.
- 23.7. We can delay enforcing Our rights under this Agreement without losing them.
- 23.8. If We cannot enforce any condition under this Agreement, it will not affect any of the other conditions in this Agreement.
- 23.9. In order to be valid and binding, and unless such amendment is effected in accordance with the Act or this Agreement, any changes or amendments, not provided for herein, to this Agreement must either be:
- 23.9.1. recorded by Us telephonically and thereafter be verified by Us in writing; or
- 23.9.2. must be made in writing.
- 23.10. We may however at any time amend or replace the terms and conditions of this Agreement and if We do so, it does not mean a novation of the Agreement or any transaction or indebtedness (meaning that a new Agreement does not automatically come into place).
- 23.11. Each and every undertaking and clause as contained herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this Agreement should it adjudge any particular undertaking or portion or clause thereof to be invalid.
- 23.12. You have the right to resolve a complaint by way of alternative dispute resolution.
- 23.13. You can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make Application to the National Credit Tribunal.
- 23.14. You have the right to apply to a debt counsellor for debt review or to be declared over-indebted. In this regard, the National Credit Regulator can be contacted for debt counsellor's details on 0860 627 627.
- 23.15. The pre-agreement quotation and disclosure notices and the Agreement, including these terms and conditions, forms the whole Agreement between You and Us regarding Your Credit Agreement and Card Account, which are governed by and interpreted in

accordance with the laws of the Republic of South Africa.