

**ALL FIELDS ARE MANDATORY AND MUST BE COMPLETED**

**P E R S O N A L D E T A I L S**

Mrs / Ms / Mr: Initials:  Surname:

First name:

Marital status: Married  Single  Divorced  Widowed

No. of children you support

South African identity number:  Birthdate (DDMMYY)

Highest level of education: Matric or below  Certificate  Diploma  Degree or higher  Other

Home Telephone Number: Dialling code:  No.:

Cell No:

E-mail:

Postal address:  Home address: (not a box number)

Code:  Code:

Do you live: In own home  In rented home  In hostel

With parents  With employer  Other

No. of years at present address:  At previous address:

Do you own your own home?  Y  N

Do you own your own motor vehicle?  Y  N

**W O R K D E T A I L S**

Occupation / Job:

Company or employer's name:

Work tel. no.: (Switchboard)  Dialling code:  No.:

Employee / clock no:

Are you a contract worker?  Y  N  Contract expiry date (DDMMYY)

Number of years at present company:  At previous company:

Manager / supervisor name:

**B A N K D E T A I L S**

Do you have a bank account?  Y  N  Number of years at bank?:

Do you have any of the following?

Cheque account:  Y  N  Savings account:  Y  N  Credit Card: (Visa/Mastercard)  Y  N

**D E B I T O R D E R**

FOR DEBIT ORDER PAYMENT OPTION, ALL FIELDS ARE MANDATORY AND MUST BE COMPLETED

Do you want to pay by debit order?  Y  N

Name of account holder:

Monthly payment date:  Bank name:

Branch name:  Branch no:

Account type:  Account number:

**M O N T H L Y I N C O M E**

Monthly salary before deductions: R  Pay date:

Other Monthly Income: R  Specify:

(eg. Secondary jobs, allowances, rental income or any other income)

**M O N T H L Y E X P E N S E S**

Rent/Bond  Rent  Bond  R

Levy:  R  Rates/Electricity/Water  R

Maintenance:  R  Funeral/retrenchment policy  R

Insurance:  R  Prepaid cellular  R

Investment policies:  R  Transport expenses: (petrol, diesel, taxi, bus, train)  R

Do you contribute towards a monthly pension?:  Y  N

**F A M I L Y D E T A I L S**

Please supply details of a family member:

Husband  Wife  Father  Mother  Guardian  Partner

Mrs / Ms / Mr:  First name:  Surname:

Dialling code:  No.:  Work  Home  Cell

Gross monthly income / allowance of spouse/partner: R

**P E R S O N A L R E F E R E N C E**

Friend / relative (not living with you):

Mrs / Ms / Mr:  First name:  Surname:

Dialling code:  No.:  Work  Home  Cell

**E X T R A S & A C K N O W L E D G E M E N T S**

**Legal Requirement:** If you are married:

- in community of property OR
- by customary law (prior to 15/11/2000)

Then you are required to obtain consent from your spouse to enter into any credit agreement. If so, please confirm that you **have** received your spouse's consent to enter into this agreement  Y

**Please tick the appropriate phrase if you want to be contacted by RCS**

- I want you to tell me about any exciting promotions or offers by phone.  Y  N

- I want to receive invitations from RCS to find out about any exclusive promotions or offers by: E-mail  Y  N  Sms  Y  N

Language preferred when we write to you: Eng.  Afr.

Home Language: English  Sesotho  isiXhosa  Tshivenda  Afrikaans  Setswana  isiZulu  Xitsonga  isiNdebele  siSwati  Sepedi  Other

Ethnic group: (Required information for the National Credit Act statistical reporting only)

White  Black  Coloured  Asian  I do not wish to answer

**May we disclose your details to other parties to correspond with you regarding other products that may be of interest to you?**  Y  N

For your protection your Game Card includes Customer Protection Insurance which covers:

- Death (covers your outstanding balance up to R10,000)
- Permanent Disability (covers your outstanding balance up to R10,000)
- Temporary Disability (covers your monthly instalments for up to 6 months)
- Retrenchment (covers your monthly instalments for up to 6 months)

I have been informed that I have the right to waive the proposed policy for credit insurance with Guardrisk and substitute it with a policy of my own choice, but may be required to provide the credit provider with certain written directions as contemplated in the National Credit Act, Act No.34 of 2005 (as may be amended from time to time).

I want to receive automatic annual credit limit increases.  Y  N  Signature:

I would like to receive monthly statements via email.  Y  N  If yes, please confirm that email address is completed.

Are you currently under Administration, Sequestration or Debt Review  Y  N

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPTED THE RCS TERMS AND CONDITIONS AND WHERE APPLICABLE THE INSURANCE DISCLOSURE NOTICE AND CONFIRM THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND CORRECT.

Signature:  Date:

**F O R B R A N C H U S E O N L Y**

**GAME 001** Account No.

5 0 2 2 1 9

Sales persons ID no:

Branch Number  Value of first purchase  Checked by (Print Name)

**C A R D I S S U I N G ( a f t e r a p p r o v a l s o n l y )**

BY SIGNING HERE I ACKNOWLEDGE HAVING RECEIVED MY ACCOUNT CARD

Applicant's signature:  Date:

BY SIGNING HERE I ACKNOWLEDGE THAT THE CARDHOLDER HAS SIGNED THE BACK OF THE CARD IN MY PRESENCE.

Merchant's signature:  Date:



## General terms and conditions of revolving and budget credit facilities

### 1. Definitions

In these terms and conditions, 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;
- 1.2 **agreement, credit agreement, credit facility, facility or card account:** means the credit agreement between you and us incorporating these terms and conditions and the pre-agreement quotation and disclosure notices;
- 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 RCS Cards credit facility (meaning a Game or Dion Wired card) either:
  - 1.4.1 by telephone; or
  - 1.4.2 by completing the application at a merchant; or
  - 1.4.3 online through the Game/Dion Wired website by submitting an application electronically to us;
- 1.5 **card:** means the Game or Dion Wired card issued by us for your use to access your credit facility;
- 1.6 **Customer Protection Insurance:** means the compulsory credit life insurance which will be debited to your account;
- 1.7 **merchant:** means any Game or Dion Wired store;
- 1.8 **RCS:** means RCS Cards (Proprietary) Limited, registration number 2000/017891/07, Address: 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;
- 1.9 **G&D PLCRR:** means "G&D Private Label Credit Card Reference Rate" being the reference rate determined by RCS Cards. Your interest rate will vary in a fixed relationship to variations to the RCS Cards Reference Rate, and your rate will never exceed the maximum permissible rate under the Act.
- 1.10 **regulations:** means the Regulations under the Act.
- 1.11 **service fee:** means a monthly fee debited to your account for the administration of your account;
- 1.12 **we, us, our:** means RCS Cards 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;
- 1.13 **you:** 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 approval will be made to and agreed upon at the RCS head office in Goodwood, Cape Town.
- 2.3 An agreement will only be entered into on the day the applicant signs the agreement at any Game and/or Dion Wired with a manuscript signature and receives a Game or Dion Wired card from the merchant. By signing the agreement and each time you use your card thereafter, you agree to be bound by the terms and conditions of this agreement.
- 2.4 Any application is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. 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 must be truthful, accurate and correct.
- 2.6 You must have the required legal capacity to enter into and be bound by these terms and conditions. We may require proof of identification.
- 2.7 Should we elect to accept your offer 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. We have the right to withdraw the facility and close the account at any time.
- 2.8 Our marketing documentation sent reflects repayment values that are only illustrative values. These values have been calculated as though the full credit limit is utilized 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.
- 2.9 The pre-agreement quotation and disclosure notice will be given to you either:
  - 2.9.1 at the merchant; or
  - 2.9.2 when you telephone us at which time the details of these notices will be explained to you; and the telephone call will be recorded; a written agreement will be delivered to you by fax or by post; or forwarded to you electronically after your website application.
- 2.10 If any application has been approved, the pre-agreement quotation and disclosure notice will be sent to the applicant electronically, together with notice confirming provisional approval of the application. The agreement with RCS will only be entered into when the applicant receives the agreement, signs the agreement and thereafter agrees to the terms thereof by utilizing the card to purchase at a Game or Dion Wired merchant.
- 2.11 As soon as you receive your card you must sign it with a ballpoint pen.
- 2.12 You are the only person who may use your card and you cannot transfer it to any other person or authorize any other person to use it.

### 3. Addresses

- 3.1 The residential address you gave us when concluding the agreement (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 of this via our contact centre on 0861002233 or by means of e-mail to contact@rcsgroup.co.za or posted to Private bag x12, Capemail, 8003, Physical address Ground Floor Liberty Grande Building, Corner of Voortrekker Road and Vanguard Drive, Goodwood, 7460. 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 You may use your card to purchase goods or obtain a service from any merchant accepting the Game or Dion Wired card 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 account unless you present your card to the merchant. When you sign the voucher you confirm receipt and delivery of the purchases or services.
- 4.2 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 (thirty) 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 therefore.
- 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 account as soon as it has received such merchant notification and you hereby agree to such late debit being recorded to your account.

### 6. Disputes with merchants

- 6.1 We will not be liable to you:
  - 6.1.1 if any merchant refuses to accept your card as payment; or
  - 6.1.2 for any goods purchased or services obtained with your card; and
  - 6.1.3 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.

- 6.2 No dispute between you and a merchant will give you the right to:
  - 6.2.1 be exempted from your obligation to us for any payment made by us to the merchant and you cannot refuse to pay us;
  - 6.2.2 instruct us to refuse to pay the merchant; or
  - 6.2.3 instruct us to do a charge-back of payment already made to the merchant, for goods purchased or services obtained with your card.
- 6.3 Any refund by a merchant to you must be paid to us so that we can credit your account.
- 6.4 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.
- 6.5 We will deem all payments made by you to be made paid on the date that we receive such payment either at our office or at the merchant and the payments shall be allocated in the following order:
  - 6.5.1 in the payment of interest; and thereafter
  - 6.5.2 in the payment of fees and charges (including any insurance products where and if applicable); and finally
  - 6.5.3 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.
- 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 to cover any purchases that may exceed your available credit limit, then you will have to inform us of this so that this can be recorded and so that the credit limit can be temporarily increased. Such temporary increase will only be for a limited time and after repayment of the amount, your credit limit will be reduced to what 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 account.
  - 8.4 Should you wish to receive a credit limit increase at any time (other than an increase referred to in 8.5 below), 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 monthly statement.
  - 8.7 Should your contract of employment come to an end or expire, RCS will not allow you to use your card to purchase any goods or services (this relates to permanent employment or to the expiration of a fixed term contract of employment), and in such event RCS will block your credit facility until such time as your employment status changes to the satisfaction of RCS.
- 9. **Change of Conditions of Use**  
You hereby consent to us changing, repealing, replacing or adding to, any of these terms and conditions 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. **Customer Protection Insurance Policy and other account benefits**  
The credit facility includes a compulsory customer protection insurance policy with the following benefits:
  - 10.1.1 Death Cover (which covers your outstanding balance up to an amount of R10 000);
  - 10.1.2 Permanent Disability (which covers your outstanding balance up to an amount of R10 000)
  - 10.1.3 Temporary Disability (which covers your outstanding balance up to an amount equal to 6 months of your installments)
  - 10.1.4 Retrenchment (which covers your outstanding balance up to an amount equal to 6 months of your installments).
- 10.2 The details of these benefits (disclosure) will be sent to you with your credit agreement welcome pack.
- 10.3 Should you wish to make a claim against these benefits you must call us on 0861002233; and you may also request details of submissions of claims by calling the same number.
- 10.3.1 Guardrisk Insurance Company Limited, FSP No. 75, for South Africa, underwrites these benefits.
- 10.4 **Lost card protection:**
  - 10.4.1 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.
  - 10.4.2 If you lose your card, or if it is stolen or misappropriated, you must immediately tell us by calling 0861002233;
  - 10.4.3 You will not be held liable for purchases made on your card after you have reported it stolen or lost;
  - 10.4.4 We will charge you a nominal fee for a replacement card.
- 10.5 Account Benefits will not be suspended if you do not pay the amount owing as the instalment due on your card account for two months (meaning your account is in arrears).
- 11. **Statement**
  - 11.1 We will post or email a statement to you each month, which will -
    - 11.1.1 show all transactions relating to your account;
    - 11.1.2 show the current amount due;
    - 11.1.3 show all interest and other charges debited by us to your account;
    - 11.1.4 show all payments made as well as the balance outstanding; and
    - 11.1.5 inform you of the amount which you must pay to us on or before the due date stated on the statement, for each plan.
  - 11.2 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 account and obligation, from us, telephonically.
  - 11.3 In the event of late notification of any debit or purchase (as referred to in 4.1 above) such late debit entry will be reflected on your 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. **Payment, Settlement and Termination**
  - 12.1 You must pay at least the minimum amount payable, as indicated on your statement, by the due date, which installment 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.
  - 12.2 You may prepay any amount owed to us at any time.
  - 12.3 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.
  - 12.4 You may also pay the amounts due:
    - 12.4.1 at selected Game or Dion Wired merchants; or
    - 12.4.2 via electronic funds transfer.
  - 12.5 If you fail to pay any amount that is due or if you fail to comply with any conditions of your agreement or if your estate is sequestrated or if you die or if you make any untrue or incorrect statement or representation or fail to disclose information regarding this agreement or during your application, or do anything that may prejudice our rights; then -
    - 12.5.1 all amounts owing by you will become due and payable immediately; and
    - 12.5.2 without incurring any liability therefore, we may notify any other person who we think should know thereof; and
    - 12.5.3 your card may no longer be used.



- 12.5.4 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
- 12.5.5 Any amounts paid will not automatically increase the amount available for use / purchase (the "open to buy") on your credit facility.
- 12.6 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.
- 12.7 We may terminate this agreement if you fail to comply with the terms and conditions.
- 13. Interest, other Rates and Costs**
- 13.1 A monthly service fee will be charged for the administration of your account. You consent to us changing this fee upon notice to you.
- 13.2 Subject to the provisions of the Act, we will determine the interest rates and other finance 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.
- 13.3 The interest rate charged on your revolving credit plan balance is a variable rate that is linked to the G&D Private Label Card Reference Rate (G&DPLCRR) and changes to that rate will result in changes to the rate at which interest is charged on your revolving plan balance. You will be advised (via a message on your monthly statement) of changes to the interest rate within 30 days of the change.
- 13.4 Interest on your budget plan will be fixed, at the rate applicable at the time of the purchase, for the period of repayment.
- 13.5 Interest on both revolving and budget plans 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.
- 13.6 If you go into arrears, additional interest on overdue amounts will be charged to your account at the same interest rate applicable to the principal debt. If you are paying by debit order, this arrears interest will be collected with the next monthly debit order.
- 13.7 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. Legal and other Costs**
- 14.1 If your account goes into arrears:
- 14.1.1 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 account remains in arrears; and
- 14.1.2 default information will be submitted to the credit bureau and this will affect your ability to obtain further credit; and
- 14.1.3 we may suspend your card facility and give you 10 days notice before closing the account, and if we close the account, you will be required to repay the account in full; and
- 14.1.4 your account may be handed over to a debt collection agency for recovery of arrear amounts and you will be charged with these costs.
- 14.2 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:
- 14.2.1 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);
- 14.2.2 collection charges and tracing fees;
- 14.2.3 revenue stamps and sheriff fees;
- 14.2.4 Value-added tax (VAT) thereon, which we may incur in recovering or attempting to recover monies which you owe us; and
- 14.2.5 These costs will be debited to your account.
- 14.3 Judgement may also be taken against you.
- 14.4 We will not try to collect any costs exceeding the costs provided for in the Act.
- 15. 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 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.
- 16. Waiver**
- 16.1 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.
- 16.2 RCS intends complying in full with the Act. Subject to the NCA, 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 pro non scripto 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.
- 17. Debiting of Costs**
- We may charge and debit to your 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.
- 18. Personal and Confidential information**
- 18.1 In this agreement, personal information means:
- 18.1.1 information you give us or that we already hold about you including any phone number from which you call us, which we may record;
- 18.1.2 information we receive from enquires 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;
- 18.1.3 information about any account or policy which you hold with or through us; and
- 18.1.4 information we receive from anyone who is allowed to give us information about you pursuant to or in relation to your application, or loan account, or credit life policy.
- 18.2 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 18. You agree and consent that we may process, record or disclose your personal information, including details of your transactions, to:
- 18.2.1 search credit bureau, credit reference and fraud prevention agencies' records so we can manage your account with us and make decisions about credit, including whether to make credit available or to continue or to extend your existing credit;
- 18.2.2 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);
- 18.2.3 manage your loan account (and policies if any), and make decisions on questions about any application, agreement or correspondence which you may have with us;
- 18.2.4 carry out, monitor and analyse our business;
- 18.2.5 contact you by post, by phone, by email, 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
- 18.2.6 comply with any laws or regulations;
- 18.2.7 any person working for us;
- 18.2.8 if you arrange insurance through us, to that insurer;
- 18.2.9 any organization which underwrites or supports any of our products which you hold;
- 18.2.10 any guarantor of your obligations under this agreement;
- 18.2.11 any payment system under or through which your loan is paid;
- 18.2.12 any person to whom we transfer any of our rights or obligation under this agreement;
- 18.2.13 to any business 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; and
- 18.2.14 any third part debt collection agency or attorney appointed to collect any monies you owe us; and
- 18.2.15 anyone you authorise us to give personal information to.
- 18.3 To the extent lawful we may, transfer, license or otherwise authorise the use of any of your personal data.
- 19. Consumer credit information and credit bureau**
- 19.1 You consent to and agree that we may:
- 19.1.1 make inquiries to confirm any information provided by you in your application or at any time during the card process or agreement;
- 19.1.2 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 account;
- 19.1.3 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 account;
- 19.1.4 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.
- 19.2 You acknowledge and understand that a credit bureau will provide us with credit profile information, and possibly a credit score reflecting your credit worthiness.
- 19.3 Subject to the provisions of the Act, we will be entitled to obtain and disclose the above information:
- 19.3.1 if we think it is necessary or may be of benefit to you;
- 19.3.2 where we are legally compelled to do so;
- 19.3.3 where it is in the public interest to disclose; or
- 19.3.4 where our interests require disclosure.
- 19.4 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 utilize 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.
- 19.5 You confirm that the information you will provide to us or have provided to us is true, complete and correct.
- 19.6 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.
- 19.7 We will give you 20 days written notice before sending any adverse information about you to a credit bureau.
- 19.8 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.
- 19.9 The credit bureau can be contacted at: TransUnion Credit Bureau, Wanderers Office Park, 52 Cortett Drive, Illovo, P O Box 4522, Johannesburg, 2000. Telephone: (011) 214 6000
- 20. Releasing Information to Credit Bureaus and Agencies**
- 20.1 You agree and consent that we will release some personal information about you to credit bureaus 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.
- 20.2 The credit bureaus will share search details and account information with us and other organizations so that we and they might:
- 20.2.1 assess applications for credit and related services, and manage accounts and insurance policies with you or members of your household;
- 20.2.2 check your identity to prevent money laundering (passing money through accounts so that the source of the funds cannot be traced);
- 20.2.3 prevent, detect or prosecute fraud and other crimes; and
- 20.2.4 recover and trace debts.
- 20.3 The credit bureau will share records with other organizations to help make decisions on proposals for, and claims against, motor, household, credit, life and other insurance, for you and members of your household.
- 20.4 The credit bureau will also use personal information for statistical analysis about credit and insurance fraud.
- 20.5 In the event that we hand your loan account 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.
- 21. General**
- 21.1 We will monitor and record all phone calls and other interactions with you.
- 21.2 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.
- 21.3 Should you wish to receive copies of documents relating to your account, you must advise us of the manner in which you want these to be delivered to you, (provided we have the ability to effect the delivery you choose). In certain instances, we are entitled to charge a fee for such copies.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 We can delay enforcing our rights under this agreement without losing them.
- 21.8 If we cannot enforce any condition under this agreement, it will not affect any of the other conditions in this agreement.
- 21.9 In order to be valid and binding, and unless such amendment is effected in accordance with the Act; any changes or amendments to this agreement must either be:
- 21.9.1 recorded by us telephonically and thereafter be verified by us in writing;
- 21.9.2 or must be made in writing.
- 21.10 We may however at any time amend or replace these terms and conditions 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).
- 21.11 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.
- 21.12 You have the right to resolve a complaint by way of alternative dispute resolution.
- 21.13 You can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make application to the National Credit Tribunal.
- 21.14 You have the right to apply to a debt counselor for debt review or to be declared over-indebted. In this regard, the National Credit Regulator can be contacted for debt counselor details at: (contact number 0860 627 627).
- 21.15 The pre-agreement quotation and disclosure notices, the agreement including these terms and conditions, forms the whole agreement between you and us regarding your credit facility and your credit agreement, which are governed by and interpreted in accordance with the laws of the Republic of South Africa.