BUSINESS SERVICES

COURIER CARD ACCOUNT Application Form

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. Fax number 0861 11 5092.

A. PRIMARY ACCOUN	Τŀ	Ю	LD	EF	R D	Εī	Al	LS																			
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Contact person in business:	\Box																Т						\vdash				П
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B. PRIMARY ACCOUNT HOLDER'S APPLICATION FOR A PRIMARY ACCOUNT

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

You, by your signature herein acknowledge that you have read, understood and agree that the terms and conditions appearing on the reverse hereof shall be binding on you. For and on behalf of the Primary Account Holder Name of authorised signatory Job title Signature Name of authorised signatory Job title Signature C. PAYMENT OPTIONS For your convenience the following are preferred payment options for settling your account in Details for EFT payment accordance with the terms and conditions overleaf: Account name: Diners Club S.A. (Pty) Ltd Electronic funds transfer Bank: Standard Bank | Account number: 001299123 | Branch: Smal Street 001805 Cheque payments (to be made at any Diners Club branch countrywide) Direct Debit: If you choose the direct debit option please provide the following details: You hereby authorise Diners Club to debit the following account with all amounts debited to your Diners Club Card Account(s) on the Payment Due Date. You acknowledge that the maximum amount allowable for debit orders is an amount of R500 000 (five hundred thousand rand) per debit, in accordance with South African Reserve Bank regulations. Account number: Branch clearing code number: Bank: Branch: If you have a cheque account with your bank please attach a cancelled cheque as proof of a bank cheque account. YYYYMNDD **Authorised signatory** D. COURIER COMPANY DETAILS We nominate the following courier company to hold a Card on our behalf subject to the terms and conditions overleaf. Name of Courier (1): Street address: Postal code: Postal address: Postal code: Telephone number: Fax number: Name of Courier (2): Street address: Postal code: Postal address: Postal code:

Fax number:

Telephone number:

L. 00	THOUSEN'S	Flease lick Te	55 UI INU					
You hereby consent to Diners Club communicating with your contact person as referred to in section A in terms of:								
• Diner	rs Club marketing its products, services and special offers to you.	Yes	No					
• Diner	rs Club communicating other companies' products, services and special offers to you.							
If you	u respond positively to such communication, you may be contacted by that company.	Yes	No No					
• Diner	rs Club sharing your Personal Information within the Group for marketing purposes and the							
Grou	p then marketing its products, services and special offers to you.	Yes	No					
• Diner	rs Club contacting you for research purposes. (The research companies we use		_					
follow	w strict codes of conduct and treat customer information confidentially)	Yes	No					

F. WARRANTY

E CONSENT

By your signature herein, you warrant to Diners Club on the date of signature hereof and for the duration of this Agreement that, where applicable-

- · you have the capacity to carry out your obligations in terms of this Agreement;
- you have disclosed any requirements in your Constitutive Documents which amend any alterable provisions of the Companies Act and you have taken all steps, fulfilled all formalities and obtained all approvals required by your Constitutive Documents, the Companies Act, as well as all other legislation and regulations applicable to this Agreement and your business activities;
- the terms of this Agreement do not conflict with and are not in breach of the terms of any other agreement, undertaking or act that is binding on you;
- · all information that you provided to Diners Club in connection with this Agreement is true, complete, current and accurate; and
- · you are not in default in respect of any of your material obligations in connection with this Agreement and no default has occurred.

G. 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 Club's reliance on any warranty, confirmation, representation or information given by you in relation to this Agreement.

H. CONFIRMATION BY THE PRIMARY ACCOUNT HOLDER

You, the Primary Account Holder hereby irrevocably confirm that, where applicable:

- this Agreement has been fully explained to you and that you understand your rights and obligations, and the risks and costs of the Diners Club Courier Card Primary Account;
- · you have been informed that you can refer any further questions that you may have to Diners Club;
- · you are aware of the importance of all the wording printed in bold;
- · you acknowledge that you have been free to secure independent advice in respect of the contents of this Agreement;
- · you acknowledge that you have been given copies of this Agreement;
- you can afford the monthly Primary Account Management Limit and interest payments as well as the costs, fees and charges referred to in this Agreement;
- you have fully and truthfully disclosed your income and expenses to Diners Club and have fully and truthfully answered all requests for information made by Diners Club leading up to the conclusion of this Agreement;
- you have disclosed to Diners Club all other applications that you have made to third parties for credit, whether processed or not at the date of your application for this Primary Account;
- since application to Diners Club for this Primary Account, there has been no deterioration in your financial position and you have not applied for or taken up any additional credit;
- · you have not been required or induced to enter into any supplementary agreements or documents;
- · Diners Club has not made an offer to you which would automatically have resulted in an agreement had you not declined the offer;
- · Diners Club has not induced, harassed or forced you to enter into this Agreement;
- you are not subject to business rescue, nor have you applied for business rescue, as at the date of signature of this Agreement by you;
- · you have the necessary legal capacity to enter into this Agreement;
- · you understand your rights and obligations and the risks and costs of the Primary Account and any linked Card Account(s);
- · you are not subject to any administration order referred to in section 74(1) of the Magistrate's Court Act;
- · you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936; and
- · this Agreement was completed in full at the time when it was signed.

For and on behalf of the Primary Account Holder.

Name of authorised signatory

Job title

Signature

Name of authorised signatory

Job title

Signature

I. JOINT AND SEVERAL LIABILITY OF DIRECTORS/MEMBERS/PARTNERS/TRUSTEES

Diners Club Courier Card Account established	ed pursuant to this application.	
Name of signatory	Job title	Signature
Name of signatory	Job title	Signature
		Date: YYYMNDD
FOR OFFICE USE Accepted by Diners Club (Date)	YYMMDD Decline	ed by Diners Club (Date)
Name	Nam	ne
Signature Introduced by code:	Sign Card number: 3 6	nature

Diners Club is a registered credit provider (NCRCP983)

June 2013

DINERS CLUB COURIER CARD ACCOUNT PRIMARY ACCOUNT HOLDER AND CARD HOLDER TERMS AND CONDITIONS

DINERS CLUB COURIER CARD TERMS AND CONDITIONS

[For signature by the Primary Account Holder]

Diners Club Courier Cards are issued subject to the following terms and

1 DEFINITIONS

- "Agreement" means these terms and conditions read with the Courier Card Account Application Form and all letters and
- "Application Form" means the Courier card Account application form for a Primary Account, completed and signed by you or on your behalf wherein you accept liability for the Card Account(s) issued under the Primary Account, which application form must
- be submitted to us for consideration;

 "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 relevant courier and freight services lodged card which is issued in your name, which may be used by your nominated Card Holder(s);
 "Card Account(s)" means the Diners Club Courier card
- account(s) which may be opened in the name of the Card
- account(s) which may be opened in the name of the Card Holder(s), in terms of this Agreement;

 "Card Holder(s)" means the person(s) who are nominated byyou and are authorised to use the Card for Transactions, including a courier or freight services provider, in terms of this Agreement;

 "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, 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:

- 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 you 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 and modem;
- "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
- "FICA" means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
 "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;
 "Group" means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
 "Incidental Credit Agreement" means an agreement that
- "Incidental Credit Agreement" means an agreement that comes into being 20 (twenty) Business Days after we commer charging interest on any Overdue Amounts, provided these amounts are still overdue on such day. Such agreements will be
- 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 Primary 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(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(subject to our approval) a supplier of courier or related goods and services, purchased or required by you or the Card Holder(s) and which is authorised by you to supply courier or related goods or services to you or the Card Holder(s) in

- any Transaction;
 "Natural Person" means a private individual and forpurposes 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, 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,
- 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,
 bith education identify purposer telephone number, e-mail postalor. 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 courier Card account opened
- in our books in your name, subject to our approval of your application in terms of this Agreement;

 "Primary Account Holder", "you" or "your" means the applicant referred to under "A" of the Application Form.

 "Primary Account Limit" means the monthly maximum amount available for all Transactions on all Cards linked to the Primary.
- available, for all Transactions on all Cards linked to the Primary Account (including any interest, fees and charges to the Primary Account), 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;

 "Settlement Value" means the total unpaid balance, including, if applicable, any unpaid interest and all otherlegally permissible costs, fees and charges due and/or payable in terms of this Agreement, up to and including the Settlement Date; "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

 Primary Account, with or without a Card, with a Card number and/
 or PIN, to pay for any courier or freight related goods or services 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, as amended from time to time, and all regulations promulgated in terms of this act.

2 INTERPRETATION

- We have defined some words for consistency. These words will begin with a capital letter.
 Where any number of days is referred to in this Agreement, it will 21
- 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.
- All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and 25
- 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.

- All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the 27 date of signature of this Agreement and as changed or re-enacted from time to time.
- Important clauses which may limit our responsibility or involve 28 some risk for you, will be in bold.

3 APPLYING FOR A PRIMARY ACCOUNT AND CARD **ACCOUNTS**

- An application for a Primary Account and initial Card Accounts is to be made by way of an Application Form which must be completed and signed by you or on your behalf by a duly authorised signatory(ies). For any additional Card Accounts, application is to be made by way of an add-on letter, in form and substance acceptable to us, which must be completed and 31 signed by you or on your behalf by a duly authorised
- We will ask for certain information and may need to verify such information before we can consider your Application Form. You must provide us with complete and accurate information.
- Any application for a Primary Account is subject to our normal 3.3
- Any application for a Primary Account is subject to our normal credit assessment procedures.

 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 3.4 you for a PrimaryAccount.

 We will be able to commence with our services as agreed.
- once we have approved the Primary Account, 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).
- 3.6 If we are unable to provide the services or issue the Card(s), we will inform you immediately and refund you any amounts paid within 30 (thirty) days of notification.

 A Card is not transferable and we will always remain the
- 37 owner of the Card.
- You must ensure that all Card Holder(s) comply with the provisions of this Agreement. You will not be entitled to deny or dispute either the authority of the signatories to this Agreement or the actions of any Card Holder(s) or to avoid liability arising from this Agreement or the Transactions.

 Any Transaction by any Card Holder(s) who use the Card or your Card number will be considered to have been authorised by you whether or not the Card Holder(s) have been now proving the terms of the Application Form or in any
- 3.9 been nominated in terms of the Application Form or in any
- other way.

 If we approve your application, you, will be liable to us for all amounts debited to the Primary Account(s) by the Card Holder(s) and for use of the Card(s) issued on your written approval, whether or not the Transactions were authorised by you and/or the Card Holder(s)subject to the "Unauthorised use of Card and PIN" clause in this Agreement.

USE OF THE CARD

- 41
- The Card is issued to you and may then be lodged with the Card Holder(s). Only the relevant Card Holder(s) may use their Card. The Card may be kept by the Card Holder(s) and you hereby accept responsibility for the Card and Card number and its 4.2 safekeeping and use, whether authorised ornot, while with Card Holder(s).
- 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 Primary Account or the Card has been withdrawn, cancelled, suspended or closed.
- suspended or closed.

 The Card may, at the discretion of Diners Club, be renewed by sending you, or the Card Holder(s) a renewal Card prior to the expiry of the existing Card and this may be sent to you or the Card Holder(s) at the street address you nominated in the Application Form or as advised by you to us in writing from time to time. Renewal or, where applicable, replacement Cards are issued which the thin Agrange of the street and the subject to the Agrange of the Subject to subject to this Agreement.
- Both you and the Card Holder(s) must take proper care of all Cards and Card numbers.
- Cards and Card numbers.

 The Card Holder(s) may use the Card to pay for goods and services at Merchants who accept the Card. The Transaction is the Card Holders' authority to us to pay the Merchant and to debit the amount to the Primary Account. Once the Card has been used to pay for goods and services, you and/or the Card Holder(s) 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. 4.6
- The Card may not be used over an extended payment period and/or at your, or any Card Holders own Merchant or business, without our written consent.
- Without our written consent.

 When paying, the Card Holder(s) must sign a Transaction
 Slip or use their PIN, whichever is required by the Merchant.
 The Card Holder(s) 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(s)
 may be asked for certain Card related information, which the

Card Holder(s) provide at their own risk.

- 4.9 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.
 The Cards will have separate PINs allocated to them, which may be issued telephonically to the Card Holder(s), upon you providing
- be issued telephonically to the Card Holder(s), upon you providing us with a letter of authority signed by your authorised signatory. If the Card Holder(s) or any other person uses the PIN, we will treat the Transaction as an authorised Transaction and you, will be liable for all and any Transactions. We may impose a Primary Account Limit on the Primary Account. You will be liable for all amounts on the Primary Account even if the Primary Account Limit is exceeded. The record of a Transaction on an Invoice will be sufficient proof that we have made payment to the Merchant for the Transaction.
- Transaction.
- You must ensure that the Card Holder(s): -4.14
- 4.14.1 comply with exchange control regulations when using their Card outside the Common Monetary Area; and use the Card for lawful Transactions only 4.14.2
- We will not be liable to you or the Card Holder(s), if any 4.15 Merchant does not accept a Card or if we refuse to authorise any Transaction.
- No refunds will be credited to the Primary Account unless and 4.16
- until the Merchant credits or pays such amount to us. If a debit Transaction is disputed by you and/or a Card Holder(s): -
- you, will be liable for payment of the disputed amount on or before the Payment Due Date reflected on your 4.17.1 Invoice, regardless of such dispute; and
- if our investigation proves that a debit amount is not payable by you, the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Primary 4.17.2

COSTS, FEES AND CHARGES

- A full list of 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.dinersdub.co.za).
 You will be charged annual Card fees for each Card which is linked to your Primary Account.
 Any Transactions which are honoured by us, or interest,
- 52
- costs, fees and charges that are due and payable, which costs, fees and charges that are due and payable, which result in the Primary Account Limit, being exceeded, will be treated as a request by you and/or the Card Holder(s), for a temporary increase of such Primary Account Limit. You will be liable for payment of the full amount by which the Primary Account Limit is exceeded, together with your Payment amount, both of which will be repayable on the Payment Due Date shown on your next Invoice.
- If you have elected to receive additional benefits the Primary Account will be debited with any fees and charges that may be applicable. 5.4
- 5.5
- Unless stated otherwise, the costs, fees and charges referred to in this "Costs, fees and charges" clause are inclusive of VAT. Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days, setting out the particulars of the change.
- 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, 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. If the Card is used for cross-border international Transactions, the
- Primary Account will be debited with a currency conversion fee and you, will be required to pay such fee.

UNAUTHORISED USE OF THE CARD AND PIN

- The Card Holder(s) are responsible for the safekeeping and proper 6.1 use of the Card and any PIN allocated to the Card.
- You must ensure that you and the Card Holder(s) immediately notify us when you/he realises that you/he has lost your/his Card, or it has been stolen, or your/his Card number has become compromised. We will stop the Card as soon as reasonably
- you and the Card Holder(s) may advise us verbally bycontacting 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.
- You, will remain liable for all Transactions: -6.4.1
 - before we receive the required notification, unless the Card Holder(s) are able to prove, to our satisfaction, that the Transaction was unauthorised;

- until we have had reasonable time to take the necessary action to stop the Card, after we receive the written notice 6.4.2 referred to in clause 6.3 above; and/or
- 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 payments made with the Card before we stop the Card; and/or if the Card Holders signature appears on the Transaction Slip proving use of the Card; and/or if we have evidence to establish that the Card Holder(s) were
- 6.4.5 responsible for the particular use of the Card.
- 6.5 Provided the Card Holder(s) comply 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
- Any delay in reporting an incident referred to in this "Unauthorised use of the Card and PIN" clause, will be regarded as negligent 6.6 unless the Card Holder(s) can prove otherwise.
- You 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.

MONTHLY INVOICE AND PAYMENTS

- Each month we will provide you with an Invoice reflecting all the Transactions for all Cards issued in terms of this Agreement as well as the total debit or credit balances on the Primary Account as at the date appearing on the Invoice to assist you in ensuring that the Card Holder(s) adhere to your expenditure policies and your Primary Account Limit. 7.1
- 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, on the Invoice Date.
- 7.4 You.
- 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, to refuse or fail
- to pay any amount that is due to us; 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;
 will not be entitled to withhold any payment to us if there are
 any claims or disputes on any matter including disputes
 between you and the Card Holder(s), or any dispute with a
 Merchant as to the nature, quality or quantity of any goods,
 services or money which the Card Holder(s) obtained or
 should have obtained. You agree that no Merchant is our
- 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.

 We will not be involved in any reconciliation of Invoices.

 Each Payment will be credited to your Primary Account,
- 7.46
- 7.6 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
- Any payment made into the Primary Account will 7.7 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.

 Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques and debit orders). The Card Holder(s) will not be able to draw against such deposits until they have been duly and legally paid, even if the Primary Account has already been credited. If we do not receive the funds for any reason, we may reverse the
- 7.9
- credit.
 We will not accept any post dated cheques or any cheques made out to any party other than us.
 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, until we receive it.
 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. 7.10
- received by us plus an exchange handling charge.

AUTHORITY TO DEBIT THE ACCOUNT 8 You, will remain liable for any amounts owing until the Primary Account is credited.

DEFAULT INTEREST 9

- If any amount due is not paid on or before the Payment Due 91 Date, you 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.

 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.

TERMINATION OF THIS AGREEMENT BYYOU 10

- You may terminate this Agreement, together with 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. 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.

 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. 103

CANCELLATION OF THE CARD(S)

- The Cards will always remain our property, and without losing any right to any claim which we may have against you, we have the right to suspend the Primary Account at any time if you 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 is closed.
- As soon as the Primary Account is closed.

 As soon as the Primary Account is 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.

 You must ensure that a Card is destroyed by the Card Holder(s) if:
- 11.3
- 11.3.1 we have withdrawn a Card; or
- you request us to cancel a Card; or 11.32
- for any reason the Primary Account has been closed. 11.3.3
- You will remain responsible for any outstanding balances 11.4 and purchases upon cancellation or termination.
- 11.5
- and purchases upon cancellation or termination.

 A Card that is not destroyed correctly may still be used. If a Card is used after the Account has been closed, you will be liable and be held responsible for all Transactions.

 You must advise us in writing if you want to close your Primary Account or cancel any Card. You must destroy the Card and/or ensure that Card Holder(s) have no access to the Card so that it cannot be used again and confirm in writing to us that the Card has been destroyed
- Despite any other provision in this Agreement, we may close an Primary Account or cancel any Card by giving written notice to you at least 10 (ten) Business Days before the Primary Account will be closed.
- All amounts (including accrued interest) that you owe us will 11.8 immediately become due and payableif: you request us to close the Primary Account; and/or
- 11.8.1 11.82 11.83
- 11.8.4
- you request us to close the Primary Account; and/or you breach any aspect of this Agreement; and/or you are placed under any legal disability; and/or we terminate this Agreement.

 We may inform any Merchant or other person that we have withdrawn or cancelled any Primary Account Limit and/or closed your Primary Account or cancelled any Card. 11.9
- It is your responsibility to take the necessary steps to ensure that no further Transactions can be done, subsequent to closure of the Primary Account or cancellation of a Card.
- 11.11 You will be responsible to ensure that a Card may not be used if:
- 11.11.1 we have withdrawn or suspended a Card; or
- 11.11.2 you request us to cancel a Card; or
- a Card Holder is no longer nominated and/or authorized to 11.11.3 be a Card Holder; or
- for any reason, you no longer enjoy a Primary Account.
- 11.12 You will remain responsible for any Overdue Amounts and Card Transactions until the Card has been destroyed and you have provided us with notification of such destruction in writing as set out in clause 11.6 above.

INFORMATION SHARING 12

- 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 great through the formation and the state of the second through the sec 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.
- 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 tocontact the credit bureau to have your credit record with it disclosed and to request the correction of inaccurate information.
- 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.

LEGAL COSTS AND CHARGES

- In the event of this Agreement becoming an Incidental Credit
 Agreement, we will charge you Default Administration Charges in
 respect of each letter sent to you.

 Default Administration Charges will be equal to the amount
 payable in respect of a registered letter 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
- We will charge you in respect of the enforcement of your payment 13.3 obligations under this Agreement, all Collection Costs incurred by
- 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 13.4 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.

WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 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;
- the terms of this Agreement do not conflict with and do 14.1.2 not constitute a breach of the terms of any other agreement or undertaking or act that is binding on you; if applicable, you and any person who provides Collateral, have advised us if there are any
- 14.1.3 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 this Agreement is in all aspects true, complete, current ar 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; you are not in default in respect of any of your material obligations in connection with this Agreementand no default as specified in the "Default' clause in this
- 14.1.5 Agreement, has occurred or is occurring;
- 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 14.1.6 applicable to this Agreement and your business activities,
- including but not limited to, where applicable: 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, 14.1.6.1 in accordance with the provisions of the Companies Act or any other applicable laws; and/or
- 14162 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 14.1.7 sufficient to replace the property, assets or debt covered thereby, if applicable.
- 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, 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.

 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
- On application for insolvency, any amount outstanding under this Agreement will immediately become due, owing and payable to
- 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 LIMIT INCREASES

- We may increase the Primary Account Limit under this Agreement 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.

 An increase in the Primary Account Limit shall be temporary if we honour (pay) a Transaction by Card Holder(s) despite the fact that it will exceed the Primary Account Limit in
- 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. 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
- lacility, as required by the NCA.

 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 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 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.

 For the purposes of clause 15.4 above, a specific request does account the primary Account Limit account to the purposes of clause 15.4 above, a specific request does account to the purpose of clause 15.4 above, as pecific request does account to the purpose of the p
- 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; and agreed to by being initialled or signed by you.

CHANGE IN CONTROL OF A COMPANY, CLOSE CORPORATION, PARTNERSHIP OR TRUST 16

- 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:-
- the company, close corporation, partnership or trust in 16.1.1 whose name the Primary Account has been opened; and/
- 16.1.2 any Surety/Guarantor for your debt to us.
- 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. 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:-

you fail to pay any amount due by you and payable to us under this Agreement on the Payment Due 17.1.1 Date: and/or

17.1.2

there is a material deterioration, in our reasonable opinion, in your financial position; and/or you fail to comply with legislation and/or regulations applicable to this Agreement and your activities, including but not limited to, 17.1.3 environmental laws or responsibilities and, where applicable, any company laws; and/or

you breach any of the terms and conditions of 17.1.4 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

the interest and/or costs and/or fees and/or charges 17.1.5 are debited to the Primary Account, and there are insufficient funds available in the Primary Account to be debited, to meet these amounts when they become

due and payable; or 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 17.1.6 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:

17.1.6.1

17.1.6.2

being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; and/or is placed underadministration or debt review or commits an act of insolvency as defined in theInsolvency Act 24 of 1936; and/or has any application 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 compulsorily; or 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 event; and/or is deemed to be unable to pay your/its debts; or resolves thatyou/ it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; and/

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 the proceeds from the realisation of any Collateral 17.1.7

17.1.8 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

you, or any person who furnished Collateral in respect of this Agreement compromises or attempts to compromise with your/its creditors generally or 17.1.9 defers payment of debts owing to your/their creditors;

on any representation, warranty or assurance made or given by you in connection with your application for this Primary Account or this 17.1.10

Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; or you generally do or omit to do anything which may affect our rights or Collateral in terms of 17.1.11 this Agreement; or

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. 17.1.12

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 without notice; and/or close the Primary Account by giving you 10 (ten) Business Days written notice of the intended closure; and/or review

and/or revew 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,

including exercising our rights in terms of any Collateral net if applicable. If you are in default, and the Agreement is not subject to the NCA, we will be entitled to: institute proceedings against you for payment of all amounts then owing by you to us; and/or take possession of all Cards; and/or 17.3.1

17.3.2 17.3.3 take possession of all Cards; and/or 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.

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.

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.

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.

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.

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 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 available to you and the Card Holder(s).

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 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 or withdraw the Primary Account 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 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 or damage; or we in any way know or suspect that

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**

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 herebygive 18.1 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.

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, Electronic Device, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

19 ADDRESS FOR NOTICES

- You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in 191 the Application Form.
- 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. You must give us written notice to change your notice address, postal address, telefax number or email address. The changewill be effective on the 10th (tenth) Business Day after receipt of the
- 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.
- 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 effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address
- 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**

- 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.

 You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have
- 202 obtained our written consent.

21

- If your Payment Due Date for the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be rocessed on the 1st (first) Business Day after that day.
- Unless specifically stated and agreed in writing, no 212
- amendment to this Agreement will create a new agreement.

 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 213 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.
- 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.
- 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.
- 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. A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which you, owe to us and stating that such amount is due, owing and payable to us, will on its mere production be sufficient proof of any amount due and/or and the provent uplace the contrary is proved. owing by you, 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. 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
- 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 via 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 provide you with written confirmation of the change. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement.
- 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.
- You must immediately notify our Member Services Centre at 0860-346377(or any other number which we notify you of) if:
- 21.16.1 your bank account is closed orany details thereof change;
- 21.16.2 you register a new name or convert from a close corporation to a company

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; provide any combination of services, analysis, advice or intermediary service linked to your Primary Account to you; monitor and analyse the conduct on your Primary Account for credit, fraud, compliance and other risk related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.
- analyses to identify potential markets and trends; and develop new products and services.

 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 (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.
- services.

 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.



Member Service Centre 0860-DINERS (346377) or e-mail: custserv@dinersclub. co.za

Gauteng (Head office) 35 Symons Road, Auckland Park 2092 Private Bag X67, Auckland Park 2006 Tel: 011 358 8400 Fax: 086 111 5092 Western Cape Madison Place, Alphen Park Constantia Main Road, Constantia PO Box 788, Constantia 7848 Tel: 0860-DINERS (346377) Fax: 021 794 8185

KwaZulu-Natal 8 Nollsworth Crescent, Nollsworth Park La Lucia Ridge Office Estate, 4052 PO Box 47237, Greyville 4023 Tel: 0860-DINERS (346377) Fax: 031 556 2740

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June 2013