Diners Club INTERNATIONAL

Terms And Conditions For Credit Card

PART B – TERMS AND CONDITIONS FOR CREDIT CARD

You confirm that you have had an adequate opportunity to read and understand the terms and conditions contained in this Part B, and that you are aware of all the terms printed in bold. Please contact us if you need further explanation of anything referred to in this Agreement or related to the use of your Card. You may contact us at our email address custserv@dinersclub.co.za or speak to a consultant at a Diners Club Member Services at 0860 (DINERS) 346377.

1. COST OF CREDIT

The pre-agreement statement and quotation/cost of credit section attached hereto as Part A, sets out the information relating to the total cost of the Credit Facility.

2. DEFINITIONS

2.1. Accountholder, you or your means the person described as the accountholder in Part A;
2.2. Additional Cardholder means the person to whom an additional card, which is linked to the Card Account, is issued at your request;
2.3. AEOI means automatic exchange of information, an initiative drawn up by the Organisation of Economic Co-operation and Development, (the OECD) and in terms of which numerous member countries including South Africa have agreed on the mutual exchange of information in respect of the accounts held at financial institutions by their respective national clients. It is a global tax reporting standard known as the Common Reporting Standard;
2.4. Agreement means the pre-agreement statement and quotation/cost of credit section (Part A) of this agreement, attached to and read together with these terms and conditions,(Part B) and all letters and notices relating to same;
2.5. Applicable Laws means all the following: all national, provincial, local and municipal legislation or subordinate legislation, ordinances, regulations or by-laws; all regulations, policies, directives, position papers, rules or other instructions of any relevant regulatory authority; and the common law, judgment, order or decree;
2.6. ATM means an automated teller machine;
2.7. Authorised Dealer is a bank which has been registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) as amended by the Financial Sector Regulation Act, 2017 (Act No. 9 of 2017) and authorised to deal in foreign exchange. The Financial Surveillance Department of the South African Reserve Bank only accepts requests or applications submitted by an Authorised Dealer on behalf of its client
2.8. Budget Facility means the portion of the Credit Facility used by you for purchases costing more than R200 (two hundred rand) and repayable over a period of 3 (three) to 60 (sixty) months;
2.9. Business Days mean any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
2.10. Card means the relevant credit and/or garage card, including any additional cards that we issue at your request;
2.11. Card Account means the credit card account opened in our books in your name in respect of this Agreement;
2.12. Cardholder means the person to whom a Card has been issued. In this Agreement, reference to Cardholder may include reference to the Additional Cardholder/s, as the context may indicate;
2.13. Collateral means any security provided to us to secure the repayment of your Credit Facility in terms of this Agreement;

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2.14. Collateral Providers means each person and/or entity who is to provide Collateral to us in respect of the due performance by you of your payment and other obligations in terms of this Agreement and Collateral Providers means any one of them as the context may indicate;
2.15. 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;
2.16. Common Monetary Area means the Republic of South Africa, the Republic of Namibia, the Kingdom of Lesotho and the Kingdom of eSwatini
2.17. CPA means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;
2.18. Credit Facility means the credit which is made available to you in terms of this Agreement, and may include a Budget Facility and/or a Straight Facility;
2.19. Credit Limit or Reduced Credit Limit means the amount of the facility that is available for use by you in terms of this Agreement;
2.20. Credit Record means your payment profile (your credit history) including adverse information on a credit profile held by a credit bureau;
2.21. Default Administration Charges means charges which you must pay if you default in any payment obligation under this Agreement;
2.22. Diners Club, we, us, our means Diners Club South Africa Proprietary Limited (Registration Number 1956/000068/07) and VAT Registration 4780108975 , and/or its successors in title or assigns;
2.23. FATCA means Foreign Account Tax Compliance Act, a United States anti-tax evasion law in respect of which an intergovernmental agreement (IGA) was signed between the United States (US) Internal Revenue Service (IRS) and the South African Revenue Service, which has made the IGA binding law in South Africa;
2.24. FICA means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
2.25. Initiation Fee means the fee (inclusive of VAT) in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;
2.26. Insolvency Act means the Insolvency Act 24 of 1936;
2.27. Magistrates' Courts Act means the Magistrates' Courts Act 32 of 1944;
2.28. Margin means the interest charged by us above or below the Prime Interest Rate;
2.29. Material means material in Diners Club's reasonable opinion;
2.30. Merchant means a supplier of goods and services, and includes an ATM owner;
2.31. Minimum Repayment means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement;
2.32. Natural Person means a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;
2.33. NCA means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
2.34. Parties means you and us and Party means any one of us as the context may indicate;
2.35. Personal Information means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment to the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; 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; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
2.36. PIN means a confidential personal identification number used for operating on your Card Account including a customer selected PIN (CSP);
2.37. Prime Interest Rate means the publicly quoted basic rate of interest (percent, per annum (yearly)), published by us from time to time as being our prime rate, a certified by any of our managers whose authority, appointment and designation need not to be proved
2.38. Principal Debt means the total amount owing to us at any time in terms of this Agreement, as reflected in Part A of this Agreement, being the amount deferred in terms of this Agreement;
2.39. Process means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; Processing and Processed will have a similar meaning;
2.40. Repayment/s means a payment/s made, or to be made by you to us and "Repayment Due Date" means the due date for payment of amounts due and payable as advised by us;

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2.41. Repayment Authorisation/s means the method by which you make the Repayments that are reflected on your monthly Statement and includes a debit order;
2.42. Sanctions means measures imposed or restrictions set by a Sanctioning Body, including diplomatic, travel, trade or financial sanctions or embargoes;
2.43. Sanctioning Body means any sanctioning regime that we recognise, including the United Nations, the European Union, the Council of Europe (founded under the Treaty of London, 1946), the Government of the United States of America, the Office of Foreign Assets Control of the US Department of Treasury, the US Department of Commerce, the US State Departments or the US Department of Treasury, the Government of the United Kingdom and Her Majesty's Treasury; and the Government of the Republic of France and French Ministry of Finance;
2.44. Sanctioned Entity means an individual, juristic person or country listed on the Sanctions List or subject to Sanctions. In the case of a juristic person, this includes any person who controls the juristic person and any person who it controls. In the case of any country, this includes that country's ministries, departments, agencies and any other governmental organisations;
2.45. Sanction List means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time;
2.46. Single discretionary allowance means the R1,000,000 (one million Rand) allowance available to residents (natural persons) 18 years and older per calendar year .
2.47. Service Fee means the fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining this Credit Facility which forms part of the Principal Debt;
2.48. Settlement Date means the date on which all amounts due and payable to us are paid;
2.49. Settlement Value means the full amount owing to us under this Agreement together with any unpaid interest and all other legally permissible costs, fees and charges as at the Settlement Date;
2.50. Standard Bank Group means Standard Bank Group Limited, its subsidiaries and their subsidiaries;
2.51. Statement means a document reflecting the Transactions made on your Card Account up to the date of the statement, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Repayment Due Date;
2.52. Statement Date means the date on which your Statement is created and printed or emailed;
2.53. Straight Facility means that portion of the Credit Facility used by you as a revolving Credit Facility, which is not a Budget Facility;
2.54. Transaction includes any transaction debited against your Card Account for transactions concluded with a Card, card number and/or PIN to pay for any goods or services or to withdraw cash or to transact using an electronic device;
2.55. Transaction Fees means the fees which we may charge for providing financial services to you, which are separate to the Service Fees levied and are charged in connection with the routine transactional costs of administrating the Credit Facility and the Card Account and are available in the Diners Club separate pricing schedule (as amended) from time to time.
2.56. Tribunal means the National Consumer Tribunal established by section 26 of the NCA; and
2.57. VAT means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.

3. INTERPRETATION

3.1. Words defined will (for consistency) begin with a capital letter.
3.2. Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day.
3.3. If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
3.4. The singular includes the plural and vice versa and any gender includes the other gender.
3.5. All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
3.6. If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.
3.7. All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.
3.8. Important clauses which may limit our responsibility or involve some risk for you will be in bold.
3.9. The rule of construction that, in the event of ambiguity, a contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

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3.10. The expiry or termination of this Agreement shall not affect clauses headed (Costs, fees and charges), (Legal costs and charges), (Termination of this Agreement by you), (Warranties, representations and undertakings) and 24 (General) after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3.11. This Agreement and the Collateral shall, to the extent permitted by applicable law, be binding on and enforceable by the administrators, trustees, permitted cessionaries, business rescue practitioners or liquidators of the Parties as fully and effectually as if thy had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's administrators, trustees, permitted cessionaries, business rescue practitioners or liquidators, as the case may be.

4. GRANT OF A CREDIT FACILITY

4.1. You have accepted the Credit Facility as set out in Part A, which upon acceptance forms part of this Agreement.

4.2. Additional Cards to other Cardholder/s will be issued at your request.

4.3. The use of all Cards is subject to the terms and conditions contained in this Agreement.

4.4. We will be able to commence with our services as agreed, once we have approved your application, and any further conditions imposed by law have been complied with.

4.5. You may choose to accept delivery of the Card/s at your branch or at your chosen address, at a time to be agreed on between you and us.

5. PRINCIPAL DEBT

5.1. Every Transaction concluded with the Card (including any additional Cards linked to your Card Account) and any transfer of an amount from the Card Account will form part of the Principal Debt on which interest will be levied.

5.2. The issue of additional Cards will not affect the Credit Limit we allow on the Card Account.

5.3. All amounts debited to the Card Account in terms of the Credit Facility granted to you, together with interest thereon, are repayable by you in the manner set out in this Agreement.

6. VALIDITY OF THE CARD

6.1. The Cardholder must sign his Card in ink on the reverse side of the Card as soon as he has received it. An unsigned Card may not be used.

6.2. Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.

6.3. Each Card has an expiry date and is valid until the last day of the month shown. A new Card will be issued unless your Credit Facility has been terminated or suspended or the Card Account has been closed.

6.4. If a new Card is issued to you as contemplated in clause 6.3, you will be required to sign new terms and conditions which will replace these terms and conditions altogether.

7. USING YOUR CARD

7.1. The Cardholder may use the Card to pay for goods and services at Merchants who accept the Card.

7.2. When paying, the Cardholder must sign a Transaction slip if the Merchant requires. The Cardholder will not have to sign a Transaction slip when doing remote Transactions, such as ordering via mail, telephone or the internet. The Merchant will have to obtain authorisation from us for all point-of-sale Transactions.

7.3. You have the option to have separate PINs allocated to different Cards which operate on your Card Account. A PIN will allow the Cardholder to use self-service banking facilities to effect Transactions such as drawing cash.

7.4. You can also effect certain other Transactions with your Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, casino chips and travellers cheques.

7.5. A full list of these additional transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you when applying for your PIN, or are available from our website at www.dinersclub.co.za.

7.6. We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.

7.7. If a person, other than the Cardholder, uses the PIN allocated to their Card, you will be liable for all such Transactions on that Card.

7.8. The Card Account has a Credit Limit and you may not exceed it. Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable by you, which results in the Credit Limit

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being exceeded, will be treated as a request by you for a temporary increase of your Credit Limit. You will be liable for payment of the full amount by which your Credit Limit is exceeded, together with your Minimum Repayment, both of which will be repayable on the Repayment Due Date shown on your next Statement.

7.9. The Cardholder may not use the Card(s) to directly or indirectly benefit any Sanctioned Entity.

7.10. It is the responsibility of the Cardholder to ensure that his Card is used only for lawful Transactions. Subject to clause 8 below, you will be liable for payment of all Transactions, including where an additional Card, which is linked to your Card Account is used for unlawful Transactions.

7.11. You must set daily and monthly limits for electronic banking Transactions if you have a PIN allocated to your Card. Limits for ATM withdrawals apply to the Republic of South Africa only.

7.12. Your obligations in terms of exchange control legislation:

7.12.1. The Credit Facility is subject to the exchange control legislation in the Republic of South Africa and the requirements and directions of the South African Reserve Bank.

7.12.2. You must notify us if you, or any Additional Cardholder, intend using a Card, which is linked to your Card Account, outside the Common Monetary Area. It is the Cardholder's responsibility to familiarise themselves with the applicable exchange control legislation when using their Card outside the Common Monetary Area, and to ensure that they fully comply with the legislation. We are obliged to report all Transactions that occur outside the Common Monetary Area to the South African Reserve Bank.

7.12.3. The Card can be used to make permissible online cross-border payments for small Transactions (for example imports over the internet). These payments are limited to R50 000 (fifty thousand rand) per Transaction. Any individual Transaction exceeding R50 000 (fifty thousand rand) may not be split to circumvent the limit applicable to this dispensation.

7.12.4. It is the Cardholder's responsibility to comply with all applicable customs requirements including paying any ad valorem and custom duties applicable to any import Transaction that is made using the Card.

7.12.5. The Card is not to be used to facilitate any payments for lotteries organised outside the Republic of South Africa or for purposes of any gambling accessed through the internet (more particularly as contemplated in the National Gambling Act 7 of 2004 and the Lotteries Act 57 of 1997).

7.12.6. The Card is not to be used to fund a foreign currency account at an Authorised Dealer or a bank abroad.

7.12.7. The Card is also not to be used to fund any online international trading accounts. Online international trading accounts include, trading global currencies against each other, trading a contract for difference, trading in foreign stocks, trading commodities including crypto assets and/or trading foreign indices using an online trading platform of the broker concerned.

7.12.8. If the Cardholder is a South African resident and 18 years or older the Cardholder may be permitted to avail of a Single Discretionary Allowance. The Single Discretionary Allowance is set by the South African Reserve Bank and has an overall limit of R1,000,000 (one million Rand) per calendar year. The Single Discretionary Allowance and various forex products may be used for:

7.12.8.1. payments for any legal purpose abroad,

7.12.8.2. travel purposes outside the Common Monetary Area;

7.12.8.3. investment purposes; and

7.12.8.4. gifts.

7.12.9. The Cardholder may, or whilst the Cardholder is temporarily abroad use the Card up to the prescribed limit of the Single Discretionary Allowance.

7.12.10. The Cardholder may use a travel allowance within the prescribed limit of the Single Discretionary Allowance.

7.12.11. Any advance payments made in respect of tours, hotel accommodation and vehicle rental at the request of resident travel agents and/or tour operators will be deducted from your permissible travel allowance.

7.12.12. Any advance payments or payments made in full not made through a travel agent or tour operator in respect of passenger tickets for travel between destinations outside of South Africa, tours, hotel accommodation, vehicle rental and to cover the cost of admission to drama, music, religious and other similar festivals, and sports events will be deducted from the permissible travel allowance.

7.12.13. You are responsible for ensuring that you remain within the prescribed limit of the Single Discretionary Allowance per calendar year for different channels and products that have an impact on the Single Discretionary Allowance limit, including personal travel expenditure.

7.12.14. For the purposes of this clause 7.12, "calendar year" means the period from 1 January to 31 December.

7.12.15. You are responsible for acquainting yourself with the terms and conditions of the Cards.

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7.12.16. Further information on the above requirements can be found in the Currency and Exchanges Manual for Authorised Dealers and the Currency and Exchange Guidelines for individuals on the South African Reserve Bank website.

8. UNAUTHORISED USE OF YOUR CARD AND PIN

8.1. The Cardholder must notify us immediately if they realise that they have lost their Card, or it has been stolen, or their PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so. To report a lost or stolen Card or a compromised PIN, please contact 0860 (DINERS) 346377 or 011 358 8406.

8.2. If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all cash drawn and payments made with the Card before we stop it. You will be liable for any Transactions if the Cardholder's signature appears on the voucher, Transaction slip, sales slip or similar record proving use of the Card, or we have evidence to establish that the Cardholder authorised or was responsible for the particular use of the Card.

9. AUTHORITY TO DEBIT YOUR CARD ACCOUNT

9.1. All Transaction Fees will be charged at the time of the Transaction while all other costs, fees and charges in respect of this Agreement will be debited to your Card Account on the Statement Date. You will remain liable for any amounts owing until your Card Account is credited.

10. STATEMENTS

10.1. We will provide you with monthly Statements on your Card Account.

10.2. You may dispute (i.e. query) all or part of the Statement delivered to you, by sending us written notice of your query within 30 (thirty) days of your Statement Date.

10.3. You should contact us at any of our branches or the Customer Contact Centre on the telephone number provided above if you do not receive a Statement or if you require any additional Statements. Failure to receive a Statement will not entitle you to refuse or fail to pay any amount that is due to us.

10.4. Subject to the provisions of clause 24.5, a debit to your Card Account takes effect on the date on which the Cardholder incurred the debit and a credit to your Card Account takes effect on the date that you make payment to us, or otherwise earn the right to have the Card Account credited

10.5. We may subsequently (i.e. later) adjust debits or credits to your Card Account and Card Account balances so as to accurately reflect both your and our legal obligations.

11. PAYMENTS

11.1. You must pay all Repayments on or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us.

11.2. You must pay Diners Club at least the Minimum Repayment amount as indicated on your Statement.

11.3. If applicable, if you have indicated that you will - pay the Initiation Fee in cash and you fail to pay such fee or any part thereof on the date on which you sign this Agreement, you agree that we may debit the unpaid Initiation Fee to the Card Account as part of the Principal Debt; or not pay the Initiation Fee separately, this fee will be charged on the first Statement and debited to the Card Account on acceptance of this Agreement by you.

11.4. If applicable, the monthly Service Fee referred to in Part A, will be debited to the Card Account.

11.5. We will notify you in the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this Agreement.

11.6. You have the right at any time to pay in advance any amounts owed to us without notice or penalty, irrespective (i.e. no matter) of whether or not the amounts are due. When making this payment, you must advise us if it is intended to reduce your liability to us under your Budget Facility. Should no such notice be received, all advance payments will first be allocated to your liability to us under your Straight Facility.

11.7. Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, debit orders). You will not be able to draw against such deposits until they have been duly and legally paid, even if your Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit and any associated interest.

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11.8. We may provide you with a Budget Facility linked to your Card Account that allows you to repay certain large purchases over an extended period. Repayments on your Budget Facility will be in monthly payments that include interest and will be added to the amount due on your Straight Facility. The whole balance will become due and payable immediately if you fail to pay one payment by the Repayment Due Date.

11.9. You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing, by you to us arising from the Credit Facility in terms of this Agreement.

11.10. Where applicable, we reserve the right, in our sole discretion to accept other than by way of Repayment Authorisation.

12. INTEREST

12.1. The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate, by a Margin related to our Prime Interest Rate that is determined by us and has been disclosed in Part A. The interest rate applicable to this Agreement may change if the Prime Interest Rate fluctuates, provided that the new rate does not exceed any legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.

12.2. The calculation of the interest rate applicable to this Agreement has been disclosed in Part A. The interest rate applicable to this Agreement may change if the Prime Interest Rate fluctuates, provided that the new rate does not exceed the legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.

12.3. If your Card Account has an interest-free period and you pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement, no interest will be charged on your Card Account except for those Transactions listed in clause 12.4.2 below where interest will be charged from the date of the Transaction.

12.4. Interest will be payable:-

12.4.1. if, with reference to the Minimum Repayments, you do not pay the full amount due on your Card Account on or before the Repayment Due Date as shown on your monthly Statement; and

12.4.2. on the amount of each cash advance (for example, cash withdrawals, travellers cheques, foreign exchange, casino chips, fuel purchases and any electronic Card Account purchases or transfers) if the cash advance results in a debit balance on your Card Account.

12.5. Interest is calculated from the date of the cash advance until the amount is repaid in full.

12.6. The interest payable by you is calculated on the outstanding balance on a daily basis, 365 days a year, irrespective of whether the relevant year is a leap year and charged monthly in arrears and is due and payable on the Repayment Due Date and debited to your Card Account.

12.7. We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.

12.8. We may charge and recover from you interest on and in respect of any unpaid interest, costs, fees and charges referred to in this Agreement, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.

12.9. Any amendment to the interest rate would also result in an amendment to the amount reflected in clause 14 of Part A.

12.10. If the Prime Interest Rate or the maximum permissible NCA interest rate increases or decreases, the rate of interest payable by you will also decrease or increase, provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to increase or reduce the Repayments, as the case may be, to such an amount as Diners Club determines, to ensure that your indebtedness to Diners Club is repaid within the same period.

13. TERMINATION OF THIS AGREEMENT BY YOU

13.1. 13.1 You may terminate this Agreement at any time with or without advance notice to us, by settling the total outstanding amount due to us. The amount required to settle this Agreement will be the Settlement Value in terms of this Agreement up to and including the Settlement Date. If you would like a Statement of the Settlement Value in respect of your Credit Facility, we will provide such Statement in writing, within 5 (five) Business Days of your request to do so.

13.2. 13.2 The Statement reflected in clause 13.1 above will only be binding for the date stated and will not include any Transactions effected or processed on or after this date, for which you will also be liable. Any Transactions effected or processed on or after settlement of the Card Account will still be your responsibility.

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14. CANCELLATION OF THE CARD

14.1. The Card will always remain the property of Diners Club, and without Diners Club losing any right to any claim which it may have against you, Diners Club has the right to suspend the Card at any time if you are in default under the Agreement, or demand the return of the Card, cancel or repeal the Card in the event that the Credit Facility is closed.

14.2. As soon as the Credit Facility is closed, you must destroy all the Card/s immediately by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the card.

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

15. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

15.1. You warrant and represent to us on the date on which you sign this Agreement and for the duration of this Agreement that: –

15.1.1. since application to Diners Club for the Credit Facility offered in Part A:

15.1.1.1. there has been no deterioration in your financial position;

15.1.1.2. you have not applied for or taken up any additional credit;

15.1.1.3. 1you are not under debt counselling or subject to debt review, nor have you applied for debt review;

15.1.1.4. you are not subject to any administration order referred to in section 74(1) of the Magistrates' Court Act or any business rescue order; and

15.1.1.5. you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act;

15.1.1.6. you have the full capacity to effect and carry out your obligations in terms of this Agreement;

15.1.2. the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;

15.1.3. all information that you provided to us in connection with the granting of this Credit Facility is in all aspects true, complete, current and accurate, and you are not aware of any Material facts or circumstances not disclosed to Diners Club which, if disclosed, would adversely affect our decision to make this Credit Facility available to you;

15.1.4. you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable -

15.1.4.1. any other Applicable Laws; anti-money laundering regulations and regulations to combat the financing of terrorism and all environmental laws, social laws and responsibilities; and

15.1.4.2. all exchange control legislation, rulings and directives from the South African Reserve Bank applicable to this Agreement.

15.2. You must tell us immediately if you are placed under an administration order, or under debt review, become insolvent or have any form of legal disability. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.

15.3. To the maximum extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.

16. CREDIT LIMIT INCREASES

16.1. Diners Club may increase the Credit Limit under this Agreement only – temporarily as referred to in clause 16.2; or by agreement with you, subject to clause 19.4; or in response to a written or oral request initiated by you at any time; or with the written consent provided by you in response to a written proposal by us which may be delivered at any time; or unilaterally in accordance with, and subject to the limitations set out in this clause 16.4.

16.2. An increase in the Credit Facility shall be temporary if–we honour (pay) a payment instrument or instruction issued by you despite the fact that it exceeds the Credit Limit of this Agreement or we agree to increase the Credit Limit in response to a request from you in order to accommodate a particular Transaction on condition that the preceding Credit Limit will again apply within a specified period or after a specified occurrence has taken place.

16.3. Before increasing the Credit Limit in terms of clause 16.1, we will complete a fresh assessment of your ability to meet the obligations that could arise under that increased facility as required by the NCA.

16.4. If you at the time of applying for this Credit Facility or at any later time have in writing specifically requested the option of having the Credit Limit automatically increased from time to time, we may

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unilaterally increase the Credit Limit under this Agreement – once during each year as measured from the later of the date the Credit Limit under this Agreement was established, or the date on which the Credit Limit was most recently altered in accordance with clause 16.1; and by an amount not exceeding the lesser of the average monthly purchases or cash advances charged to the Card Account or the average monthly payments made by you during the 12 (twelve) months immediately preceding the date on which the Credit Limit is increased.

16.5. For the purposes of clause 16.4, a specific request does not include an oral request or assent by you, or a standard provision of an agreement the whole of which is accepted by you, but does include a written request in any form or authored and signed by you and delivered to Diners Club at any time, or a standard form option provided by us and presented for consideration by you alongside the alternative of having Credit Limits increased only as contemplated in this clause 16; and agreed to by being initialled or signed by you.

16.6. If when increasing the Credit Limit, Diners Club alters any other term of this Agreement, Diners Club must comply with the applicable provisions of the NCA.

17. COSTS, FEES AND CHARGES

17.1. We may charge and recover any of the following fees, if applicable in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount – an Initiation Fee; a Service Fee; Default Administration Charges and Collection Costs.

17.2. We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.

17.3. If you have elected to receive any additional benefits (for example, top-up travel insurance) or elected to join the Club Miles, South African Airways or British Airways rewards program, your Card Account will be debited with any fees and charges that may be applicable in respect of those additional benefits.

17.4. Unless stated otherwise, the costs, fees and charges referred to in this clause 17 are inclusive of VAT. All costs, fees and charges in respect of this Agreement will be debited to the Card Account.

17.5. 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.

17.6. If we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase, no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.

17.7. You must pay to us all applicable costs, fees and charges set out in this clause 17, together with the Principal Debt and interest on the Principal Debt, as set out in this Agreement.

17.8. The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, the insurance (if applicable) and interest, where applicable, as well as Default Administration Charges and Collection Costs referred to below which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.

17.9. If the Card is used for cross-border international Transactions, you will be required to pay a currency conversion fee.

18. LEGAL COSTS AND CHARGES

18.1. Default administration charges

18.1.1. If you default in any obligation under this Agreement, we will charge you Default Administration Charges in respect of each letter sent to you. Default Administration Charges will be equal to the amount payable in respect of a registered letter or demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrates' Court Act, in addition to any reasonable and necessary expenses incurred in delivering the letter.

18.1.2. If you are in default under this Agreement we may draw such default to your attention in writing and suggest that you refer this Agreement to a - debt counsellor (if you are a Natural Person); or a dispute resolution agent; or the consumer court; or Ombud with jurisdiction. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.

18.2. Collection Costs

18.2.1. We will charge you Collection Costs incurred by us in collecting any amount due and/or payable in terms of this Agreement.

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18.2.2. Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates' Court Act, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.

19. INFORMATION SHARING

19.1. By entering into this Agreement, you acknowledge and agree that we may provide any registered credit bureau with – details provided by you in your application for credit and this Agreement; and/or details of the conduct on your Card Account; and/or details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureau with this information); and/or details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details as may be required by the NCA or other Applicable Laws.

19.2. Based on their records, the credit bureau may provide a Credit Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your Credit Record with it disclosed and to request the correction of inaccurate information

19.3. We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Card Account that gives us reasonable cause to suspect that the Card Account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.

19.4. At the request of any surety/guarantor for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Card Account.

20. DEFAULT

20.1. Default in terms of this Agreement will occur if:-

20.1.1. you fail to pay any amount payable to us under this Agreement on the due date; or

20.1.2. there is a Material deterioration in your financial position; or

20.1.3. the interest and/or costs and/or fees and/or charges are debited to an account, other than the Card Account, and there are insufficient funds available in the account to be debited, to meet these amounts when they become due and payable; or

20.1.4. you fail to comply with any legislation and/or regulations applicable to this Agreement and to your activities including any environmental laws or responsibilities, anti-money laundering and regulations to combat the financing of terrorism and, where applicable, any company laws; or

20.1.5. you breach any of the terms and conditions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or

20.1.6. any Collateral Provider (including the surety/guarantor and/or mortgagor) commits any breach of its obligations to us in terms of any Collateral agreement; or fails to satisfy its suretyship/guarantee commitment when requested to do so; or delivers to us written notice of termination of its liability under their suretyship/guarantee; or

20.1.7. you or any Collateral Provider -

20.1.7.1. being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act; or an application or other proceedings have been brought against you/him or in respect of you/him, in terms of which you are/he is sought to be sequestrated or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsory; or

20.1.7.2. not being a Natural Person - is dissolved, deregistered, wound up or liquidated, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; or is deemed to be unable to pay your/its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; or

20.1.8. 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

20.1.9. the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting Repayment of the full amount owing, you have failed to repay this remaining settlement amount; or

20.1.10. you or any Collateral Provider compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors; or

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20.1.11. any representation, warranty or assurance made or given by you in connection with your application for this Credit Facility or any information or documentation supplied by you is, in our opinion, Materially incorrect; or

20.1.12. you or any Collateral Provider generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or

20.1.13. judgment of a competent court against you, or any Collateral Provider, 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.

20.2. If you are in default, we may – give you written notice of such default requesting that you rectify the default; and/or propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or Ombud with jurisdiction or Tribunal with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring your Repayments up to date; and/or immediately restrict activity or suspend the Credit Limit, or Reduced Credit Limit, on your Card Account without notice to you; and/or withdraw the whole or part of the Credit Limit, or Reduced Credit Limit, by giving you 10 (ten) Business Days written notice of the intended withdrawal to you; and/or review the terms and conditions applicable to the Credit Facility; and/or increase the rate of interest charged; and/or commence proceedings to enforce this Agreement, including exercising our rights in terms of any of securities held.

20.3. We may commence legal proceedings if we have given you notice as referred to in clause 20.2 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 20.2 and you have not responded to that notice or have responded to the notice by rejecting our proposal.

20.4. We may exercise our rights in terms of clause 20.3 of this Agreement and if you dispute our right to do so, you must continue to pay the amounts owing to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.

20.5. Subject to clauses 22.2 and 22.5, we may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in clause 18 above, from you.

20.6. If you are subject to the NCA and in default of your payment obligations, you may, at any time before withdrawal and cancellation of the Credit Facility by us, pay to us all amounts that are overdue, together with Default Administration Charges, Collection Costs and/or reasonable legal costs incurred up to the date of payment in terms of this clause, and we may continue making the Credit Facility available to you.

20.7. The above default clauses and default procedure will not apply if - you generally do or omit to do anything which may cause us to suffer any loss or damage, or you become or likely to become subject to Sanctions or we in any way know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend all or part of the Credit Facility or withdraw the Credit Facility without notice to you, and call for immediate Repayment of all amounts owing by you to us.

20.8. If we close, restrict activity or suspend access to your Credit Limit, Reduced Credit Limit, or your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.

21. MALFUNCTION OF ELECTRONIC FACILITIES

21.1. You acknowledge that our services may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.

21.2. Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

22. ADDRESSES FOR NOTICES

22.1. You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in Part A.

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22.2. Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, email address or postal address provided in your application for this Credit Facility, or any address advised in terms of clause 22.3 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.

22.3. You must give us written notice to change your notice address, postal address, or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.

22.4. Any notice - sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.

22.5. Despite anything to the contrary set out in this clause 22, 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, 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.

22.6. We choose the address set out on page 1 of Part A as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you ("our notice address").

23. CESSION BY DINERS CLUB

23.1. To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede and transfer 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.

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

24. GENERAL

24.1. You declare, warrant, represent and undertake to us on the Signature Date hereof and on each date upon which the Credit Facility is utilised, that:

24.1.1. you will not use (or otherwise make available) the proceeds of any of the Credit Facility for the purposes of financing, directly or indirectly, the activities of any Sanctioned Entity;

24.1.2. you will not give or otherwise make available, directly or indirectly, the proceeds of any of the Credit Facility to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any Sanctioned Entity;

24.1.3. you are not involved in any illegal terrorist or prohibited activities; and

24.1.4. none of your bank accounts held with us are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any Applicable Law.

24.2. You hereby indemnify and hold us and/or the Standard Bank Group harmless against any actions, proceedings, claims and/or demands that may be brought against us and/or the Standard Bank Group and all losses, damages, costs and expenses which we and/or the Standard Bank Group may incur or sustain, in connection with or arising out of:

24.2.1. the seizure, blocking or withholding of any funds by any Sanctioning Body; or

24.2.2. the breach of any warranties as set out in clause 24.2 above. Payment under the above indemnity shall be made by you on demand by us or the Standard Bank Group. The provisions of this clause constitute a stipulation for the benefit of the Standard Bank Group which is not a direct party to this Agreement, capable of acceptance by the Standard Bank Group at any time and in any manner permitted by law; or

24.2.3. any claims, demands or actions made against Diners Club or losses or damages suffered by Diners Club because it so acted or declined to act in accordance with any queries, instructions, information or other communications furnished to Diners Club, or reasonably appear to have been furnished to Diners Club, transmitted via electronic means, including but not limited to emails and instructions received and processed on any digital; media platform **(Instructions)**, excluding losses arising solely and exclusively from the gross negligence or fraudulent acts of Diners Club and/or its employees.

24.3. You will be bound by any Instructions received by Diners Club which purport to emanate from (come from) you or from any purportedly duly authorised third party on your behalf via electronic means, including but not limited to emails and instructions received and processed on any digital media platform.

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24.4. If your Repayment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.

24.5. This Agreement constitutes the entire Agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.

24.6. Despite anything to the contrary in any of the clauses in this Agreement or the Collateral, save for notices referred to in the clause headed Default, any communication or amendment that does not require signature by you, may be made by electronic mail correspondence or other electronic means (including by way of posting to a digital media platform) if the Parties:

24.6.1. notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means;

24.6.2. notify each other of any change to their electronic mail address or any other such information supplied by them on not less than 5 (five) Business Days' notice; and

24.6.3. agree that, unless and until notified to the contrary, this is to be the accepted form of communication.

24.7. Any novation and cancellation or any other agreed amendment to this Agreement will be made:

24.7.1. in writing or via Diners Club's approved electronic contracting processes and signed by both you and us; or

24.7.2. telephonically.

24.8. We will provide or make available to you a document reflecting the agreed amendment to this Agreement, no later than 20 (twenty) Business Days after the date of the amendment.

24.9. The utilisation of an electronic signature as prescribed by Diners Club's electronic contracting processes and for purposes of this clause will be legally binding in the same manner as a signature on paper.

24.10. Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version.

24.11. This Agreement is in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) governed by the laws of the Republic of South Africa.

24.12. 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.

24.13. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

24.14. On application for insolvency proceedings any amounts outstanding under this Agreement will immediately become due, owing and payable to us.

24.15. A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which you owe to us and stating that such amount is due, owing and payable by you to us, will on its mere production be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.

24.16. If you experience difficulty in meeting the Repayments, we invite you to contact us without delay. You may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged. You should inform us immediately if you make such an application.

24.17. The Financial Advisory and Intermediary Services Act 37 of 2002 and the consumer protection it provides do not apply to this Agreement. If you have any questions or complaints relating to this credit Agreement, and we have not been able to resolve it to your satisfaction you may use our complaints process, at [insert web address] or contact us at [insert telephone number], or you may contact the relevant industry ombuds or authorities, which are independent from us and provide a service free of charge:

24.17.1. the National Financial Ombud Scheme South Africa (NFO) , which is an amalgamation of the Ombud for Banking Services, the Short Term Insurance Ombud, the Long Term Insurance Ombud and the National Credit Regulator;

24.17.2. refer a complaint to a dispute resolution agent or the Consumer Court;

24.17.3. file a complaint with the National Consumer Commission if you believe that we have not complied with the CPA;

24.17.4. the Financial Sector Conduct Authority;

24.17.5. apply to the National Consumer Tribunal:

24.17.5.1. for an order about information held by a credit bureau that you dispute; or

24.17.5.2. for an order to compel us to review a Statement or to deliver a Statement (referred to in Part B);

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24.17.5.3. for permission to bring a complaint directly before the National Consumer Tribunal; and

24.18. an order to allow you to file a complaint late.The contact details of the Credit Bureau, National Credit Regulator, Tribunal and Banking Ombud are available on request and shall also be available on our website.

24.19. 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.

24.20. If your Card Account was opened prior to 1 June 2007, and if you have not entered into any new credit agreements in respect of your Credit Facility after 1 June 2007, the last terms and conditions that were issued to you prior to 1 June 2007 are applicable to your Credit Facility. In this case please ignore the above terms and conditions.

25. DATA PROTECTION

25.1. You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below.

25.2. If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.

25.3. You consent to us Processing your Personal Information:

25.4. to provide products and services to you in terms of this Agreement and any other products and services for which you may apply;

25.4.1. to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);

25.4.2. in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;

25.4.3. by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services;

25.4.4. within the Standard Bank Group.

25.5. You consent to us disclosing your Personal Information to Collateral Providers.

25.6. You will find our Processing practices in the Standard Bank Group and our privacy statements. These statements are available on the Standard Bank Group's websites or on request.

25.7. If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.

26. LIMITATIONS BASED ON ANTI-TAX EVASION LAWS

26.1. It is very important to note that should a credit balance of the South African equivalent of more than 50 000 (fifty thousand) US Dollars at any time be made/held in your Card Account, we will need to make arrangements with you to return the full amount to you within a period of 60 (sixty) calendar days thereafter.

26.2. Should you wish to retain a credit balance greater than the South African equivalent of 50 000 (fifty thousand) US Dollars in your Card Account, or should you not assist us in refunding the amount, we will need to conduct a FATCA (or if applicable, an AEOI) due diligence exercise on you for tax law compliance purposes. Should you not complete this due diligence exercise, your Card Account will be reportable to SARS as 'undocumented' in terms of the relevant tax laws

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