

Membership Agreement Terms And Conditions

Diners Club SA Proprietary Limited (and its successors-in-title and assigns) (We/Us/Our) **Credit And Charge Card Benefits Program** (program) **Terms And Conditions** (terms)

1. IMPORTANT CLAUSES WHICH MAY LIMIT OUR RESPONSIBILITY OR INVOLVE SOME RISK FOR YOU, WILL BE IN BOLD.

- 1.1. We confirm that as the holder of a Credit or Charge Card with us (Card) you have elected to join the Program.
- 1.2. As a member of the Program you are entitled to various exciting benefits and promotions, as advised by us in writing from time to time. These benefits and promotions are associated with the use of your Card, but separate to, the credit facilities offered in respect of your Card.
- 1.3. The fee for participating in the Program (Fee) is published in our pricing guide from time to time. For convenience purposes you agree that we may debit your Card account monthly with the amount of the Fee. We may vary the Fee from time to time by giving written notice to you and setting out the amount of the new Fee.
- 1.4. The Fee is due and payable monthly in advance to us, from the month when you join the Program and up to and including the date of cancellation of your Card.
- 1.5. Your Fees will be set out in the same statement that we provide you in respect of amounts due and payable under your Card.
- 1.6. We may, from time to time in writing, publish minimum qualifying criteria in respect of various benefits and promotions offered by us. If you do not meet the qualifying criteria in respect of the benefits offered and in any way benefited from the benefit, promotion, or service offered by us or our third party service providers, you agree that we may debit your Card account with an amount/s, as advised by us in writing, for the benefit you received. This amount will be charged in addition to the Fee payable in respect of this Program.
- 1.7. These Terms constitute the entire agreement between us relating to your participation in the Program and is effective from the date of this letter or from the date that you first used your Card (whichever is the earlier).
- 1.8. We may change these Terms at any time, without notice to you. We will tell you about material changes by: putting a notice about this on our website: www.dinersclub.co.za; by sending you an email; or by sending you an SMS. If you don't agree to the changes, you will no longer qualify to participate in the Program and must cancel your membership and Card by calling our Member Service Centre at 0860-DINERS (346377) (Contact Centre). If you continue to use your Card we can assume that you have read, understood and agreed to the new terms and conditions.
- 1.9. **You may terminate your participation in the Program at any time by calling the Contact Centre. Should you decide to no longer participate in the Program you will be required to terminate these Terms and cancel your Card at the same time in terms of your Card terms and conditions.**
- 1.10. **If you fail to pay the Fee or if you breach any of these Terms we may automatically cancel your participation in the Program. If your right to use your Card is cancelled for any reason your participation in the Program will automatically be cancelled. These remedies are without limitation to**

our other remedies at law, including, but not limited to, our right to claim immediate payment of any amounts payable by you to us under these Terms.

- 1.11. We may terminate or suspend your participation in the Program at any time with immediate effect, if necessary, to protect our interests.
- 1.12. If we terminate or suspend your participation in the Program for any reason, we will not be responsible for any loss resulting from any act or omission by us or any third party for whom we are responsible. Without limiting the above, we will not be responsible for any loss incurred by you where we are complying with the laws and regulations applicable to us.
- 1.13. To the maximum extent permitted by law, you agree to indemnify us 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 your Card or these Terms, your membership of the Program or your breach of these Terms or any applicable law.
- 1.14. Your voluntary participation in the Program will be taken as you giving us permission to communicate Program updates, specials and discounts to you. Any permission granted by you is specific to your Program membership and is not affected by any other marketing consent you may have given for any of our other products.

2. ADDRESS FOR NOTICES

- 2.1. You choose, as the address for the serving of legal notices in terms of these Terms (notice address), your street address provided in respect of your Card from time to time. The service of any legal notices and other notices and communications between us is governed by the relevant terms set out in the terms and conditions applicable to your Card.
- 2.2. We choose the address set out in the terms and conditions applicable to your Card as the address at which all notices required to be delivered in terms of these Terms, must be delivered by you.

3. DATA PROTECTION

- 3.1. For the purposes of this paragraph 15:
 - 3.1.1. **Group** means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
 - 3.1.2. **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 of 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;
 - 3.1.3. **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;
- 3.2. 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.
- 3.3. 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.

- 3.4. You consent to us Processing your Personal Information:
- 3.4.1. to provide products and services to you in terms of these Terms and any other products and services for which you may apply;
 - 3.4.2. 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);
 - 3.4.3. 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;
 - 3.4.4. by sharing your Personal Information with our third-party service providers and insurers, locally and outside the country where the products or services are provided. We ask people who provide services to us, including our insurers, to agree to our privacy policies if they need access to any Personal Information to carry out their obligations;
 - 3.4.5. within the Group.
- 3.5. You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.
- 3.6. 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.

4. GENERAL

- 4.1. You agree that we may sue you in a Magistrate's Court, even if our claim against you exceeds the jurisdiction of the Magistrate's Court.
- 4.2. A favour or concession we may give you will not affect any of our rights against you.
- 4.3. You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney and own client scale, collection fees and tracing fees.
- 4.4. A certificate signed by any of our managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate unless the contrary is proved.
- 4.5. These Terms are governed by South African law.
- 4.6. You may not change any of these Terms.
- 4.7. Your telephone conversations with the Contact Centre will be recorded and stored for record-keeping purposes.
- 4.8. A third party may not be granted power of attorney to participate in the Program on your behalf and you may not assign your rights or obligations under these Terms to any other party. We may assign our rights and delegate our rights or obligations hereunder on written notice to you.
- 4.9. Should you have any complaint or query relating to the Program you may contact our Member Service Centre by calling 0860-DINERS (346 377) or by email at custserv@dinersclub.co.za or you can refer the matter to a dispute resolution agent, the consumer court, or the ombud with jurisdiction; and/or in the case of any alleged contravention of the Consumer Protection Act, file a complaint with the National Consumer Commission. The contact details of the National Consumer Commission and Banking ombud are available on request and shall also be available on our website.

Thank you for your continued support. Please do not hesitate to contact us at our Contact Centre should you require further clarity in respect of the Program.