



Standard Terms and Conditions Credit Facility (Card)

In terms of section 93 of the National Credit Act 34 of 2005 (“NCA”)

These are the Standard terms and conditions that will apply to your Credit Facility with African Bank. It is very important for you to read this document and understand what your rights and obligations are. If you do not understand any of these terms and conditions when you read this document please speak to your branch consultant or contact our Consumer Service Call Centre on: 0860 11 11 011.

Right to reasons for credit being refused

On my request, African Bank must, in writing, provide me with the dominant reason for refusing to enter into a credit agreement, offering me a lower credit limit than the one I applied for, refusing a request from me to increase the credit limit under an existing credit facility, or refusing to renew an expiring credit facility.

Right to receive documents in official language

I am entitled to request delivery of any particular document in the manner selected by me in an official language that I read and understand, to the extent permitted by section 63 of the NCA. Where I elect to receive a document in person at a location other than the business premises of African Bank, African Bank shall be entitled to recover the delivery costs from me.

Cost of credit

African Bank will charge interest on the balance of the amount outstanding on my card account from time to time, at a variable rate as reflected in the Pre-Agreement Statement and Quotation for Small and Intermediate Credit Agreements, Credit Facility (Card) (“Pre-Agreement and Quote”). Interest will be calculated on my daily balance and will be added to the outstanding balance of my card once a month (capitalised monthly in arrears.) African Bank will charge fees, interest and charges in terms of the NCA, for the operation of the card account. In addition I will be responsible for any statutory levies, taxes as well as any fees or charges that may be charged for the utilisation of ATM or POS (point of sale) services.

All fees, charges, statutory levies, and taxes will be debited to the card account. Interest or finance charges will accrue on the average daily balance of the card account from the date on which cash advances or purchases are made. Where charges are made in non-Rand values, such amounts will be converted into US Dollars before being converted into Rands and will attract a currency conversion fee. African Bank may at its sole discretion vary any interest rate or amount of any charge or fee payable under this agreement subject to the appropriate legally prescribed notice period. Where any interest rates or amounts are subject to amendment, African Bank will give me written notice no later than 30 (thirty) days after the day on which the change in the variable rate takes effect, setting out the new rate payable under this agreement, the new reference rate, as well as any further prescribed information. The variable rate of interest charged by African Bank is calculated in terms of a formula that has a fixed relationship to a reference rate and such reference rate is the ruling South African Reserve Repurchase Rate (Repo rate).

Default and acceleration

Any amount that is in default, arrears or overdue under this agreement will bear interest at the same rate agreed to and set out in the Pre-Agreement and Quote and such interest will be calculated daily and capitalised monthly. I understand that if I

die, commit any act of insolvency or fail to make at least the Minimum Payment as set out in the Cost of Credit section of the Pre-Agreement and Quote, I will be in default with my agreement and the full amount outstanding will immediately become due, owing and payable and African Bank will have the right to cancel this agreement. In such event I will be liable to pay African Bank default administration charges in terms of the NCA..

Repayment

On or before the due date, as reflected on my monthly statement of account, I may either repay the full amount outstanding (inclusive of all charges, fees and interest payable) on my card account or make the payment as set out in this agreement (where I have made an arrangement to make the payment by way of a debit order authorisation African Bank will deduct the payment from my banking account). I understand that any payment(s) that I make into my card account will not be reflected as a credit until such payment(s) have been received and processed by African Bank. I will not withhold any payments that I am obliged to make to African Bank, in terms of this agreement, on the basis that I may have another claim against African Bank. I have the right, at any time, to repay African Bank an amount that is greater than the amount due. If I fail to make at least the Minimum Payment as set out in the Cost of Credit section of the Pre-Agreement and Quote, I will be in default with my agreement and African Bank may suspend my card account which will prevent me, as well as any associated card user(s), from using the card account and I will immediately become liable to pay African Bank the full outstanding amount on my card account. Any payment that I make will be used to firstly settle any due or unpaid interest (arrears interest), secondly to satisfy any due or unpaid fees or charges (including legal costs, default administration charges, collection costs, service fees, etc.) and thirdly to reduce the amount of the principal debt.

Termination by African Bank

African Bank will be entitled to terminate this agreement if I am in default after notice has been given to me advising me of my rights. In the event that I fail to make the Minimum Payment as set out in the Cost of Credit section of the Pre-Agreement and Quote, I will be in default with my agreement and African Bank may institute legal action against me, which could result in a court granting a judgment against me and I understand that my property could be attached and sold and/or a portion of my salary could be attached to recover the outstanding amount. This would mean that I would have a bad credit record.

Termination of card and card accounts

I may terminate this agreement in writing at any time as long as I give African Bank notice of my intention to do so and provided that the unpaid balance of the principal debt, together with the unpaid interest charges and all other fees and charges payable by me to African Bank, calculated up to the date of termination are paid. Upon African Bank receiving written instructions from me, African Bank will pay any funds available in the card account in accordance with such written instructions. African Bank will be entitled to terminate this agreement and close the card account by giving me at least 10 (ten) business days written notice of its intention to terminate the agreement. Upon the termination of this agreement, for whatever reason, I will be unable to use my card. African Bank has the right to continue debiting the card account with the monthly deductions to settle any arrears interest and / or card transactions effected before or after the closure or termination of the card account until my account has been settled in full. My liability (and the liability of all other persons, if any, in whose name the card account is maintained) to African Bank under this agreement for any balance due to African Bank will continue, until it is settled in full.

Liability of cardholders

African Bank may debit my card account with the amount of all authorised card transactions and/or cash advances and associated fees. African Bank may also debit my card account for unauthorised transactions where such transactions were concluded using my PIN or signature, where I failed to cancel the card in accordance with the procedure set out in this agreement, or where I failed to notify African Bank of the card being lost and/or stolen.

Spending and/or Credit Limits

African Bank has set an overall credit limit in respect of the card account, which is set out in the Pre-Agreement and Quote. I agree that I, together with any supplementary cardholder(s) will not exceed the credit limit set by African Bank in respect of my card account.

Budget facility

African Bank may, at its sole discretion, make a budget facility available to me. This facility will allow me to pay for transactions over a fixed period of time, as stipulated by African Bank. If I do choose to use the budget facility, the total amount outstanding and the monthly amount payable in terms of the budget facility will be reflected on my statement of account. If I fail to make any payment on the budget facility, I understand that African Bank may in its sole discretion, demand that I repay the full amount outstanding on the budget facility and African Bank may cancel or suspend the budget facility. Where any set off or consolidation undertaken by African Bank involves the conversion of one currency to another, African Bank shall make the necessary conversion at African Bank's prevailing currency exchange. Any losses that may arise from such conversion shall not be recoverable from African Bank.

Hold on card account

African Bank may set aside or place an amount on hold on my card account, in respect of any transaction, either on the day the transaction is presented to African Bank for authorisation or on the day African Bank receives notice of the transaction. I am not entitled to stop a payment in respect of a transaction for which African Bank has set aside an amount or placed a hold on my card account, nor am I entitled to use any funds that have been set aside for a transaction by African Bank.

Transaction Involving Foreign Currency

Any references to Rands and “R” in this agreement shall mean South African Rands. African Bank may convert any transaction amount(s) on any card account into South African Rands at the exchange rate that African Bank may determine. If the currency of any card transaction is different from that which the card account is maintained, African Bank shall be entitled to convert such transaction into the currency of the card account or any other currency at such rate(s) of exchange as African Bank may determine; and debit the card account with the amount of the card transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Dispute with Merchants/Non-acceptance of Cards

African Bank will not be liable in any way:

- Should the card or PIN be rejected by a merchant or any terminal used to process card transactions or if African Bank refuses for any reason to authorise any card transaction;
- For any delay or inability on African Bank's part to perform any of its obligation under this agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside African Bank's control or the control of any of its servants, agents or contractors or any fraud or forgery; or
- For any delay or inability on African Bank's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside African Bank's control or the control of any of its servants, agents or contractors or any fraud or forgery; or
- For any damage to or loss or inability to retrieve any data or information that may be stored in the card or any microchip or circuit or device in the card. African Bank may also refuse to authorise any card transaction that I wish to effect even though such card transaction would not cause the credit limit set to be exceeded.

Problems with Goods and Services

African Bank will not be liable in any way should I encounter any problems with the goods and services that I obtain through the use of the card, nor is African Bank responsible for any benefits, discounts or programmes of any merchant that African

