

## Terms and Conditions - ZeroPay

This agreement sets out the terms and conditions relating to the provision of ZeroPay operated by FeverTree Finance (Pty) Ltd.

Please ensure that you read this agreement carefully and pay special attention to all terms. By clicking accept you agree to be bound by these terms and conditions and our Privacy Policy.

Please also note that these terms and conditions may change from time to time.

### 1. Disclaimer

- 1.1. All information available on ZeroPay and the ZeroPay Platforms is the intellectual property of ZeroPay and are subject to the Agreement and applicable laws.
- 1.2. Please read the Privacy Policy in detail as it forms part of this agreement and explains how we use your Personal Information and how we may share it with the Suppliers.
- 1.3. To the maximum extent permitted and applicable law, you bear all risk arising out of your use of ZeroPay and the ZeroPay Platforms.

### 2. How to interpret this agreement

- 2.1. In this agreement, the words on the left have the meanings set out on the right unless the context clearly shows that the parties intended a different meaning:
  - 2.1.1. **Agreement** means this entire document, the Privacy Policy and any other policies indicated to form part of this agreement.
  - 2.1.2. **Application** means your application for the account which preceded this agreement.
  - 2.1.3. **Business day** means any day which is not a Saturday, Sunday or South African public holiday.
  - 2.1.4. **Card** means a valid debit or credit card issued by a South African bank in your name.
  - 2.1.5. **Customer / you / your** means the person who uses ZeroPay to purchase from a Supplier.
  - 2.1.6. **Account** means the ZeroPay Account and profile that the Customer creates on the ZeroPay Platform to use as a payment type.
  - 2.1.7. **Account limit** means the total amount that you are able to spend using ZeroPay or any changes to this limit from time to time.
  - 2.1.8. **Default Fee** means the R125 (ex VAT) fee charged on every payment, or part thereof, and every time that payment is missed.
  - 2.1.9. **Default Interest** means the interest charged on an overdue balance (excluding Default Fees) at a rate of 2.00% per month (calculated daily).
  - 2.1.10. **Instalment / repayment** means the minimum payment amount due by you, including any Default Fees and Default Interest, and the date on which such amounts are due.
  - 2.1.11. **Purchase Price** means the purchase price of the Goods that you purchase from the Supplier and any other fees agreed with the Supplier.
  - 2.1.12. **ZeroPay / we / us / our** means the Account and Payment Plan.
  - 2.1.13. **ZeroPay website** means [www.zeropay.co.za](http://www.zeropay.co.za).

- 2.1.14. **ZeroPay Platform** means the ZeroPay website, mobile application, and any other platforms through which we provide the Payment Plan.
- 2.1.15. **Payment Plan** means the periodic instalments in terms of which you pay for Goods purchased, with applicable Default Fees and Default Interest, and the due dates for payments.
- 2.1.16. **Personal Information** means POPI.
- 2.1.17. **POPIA** means the Protection of Personal Information Act 4 of 2013.
- 2.1.18. **Privacy Policy** means the privacy policy as set out on the ZeroPay website, as amended from time to time.
- 2.1.19. **Chargeback** means a transaction that is reversed because you have successfully disputed the transaction.
- 2.1.20. **Deferred amount** means the amount we calculate in terms of clause 8 at that time.
- 2.1.21. **Credit Provider** means FeverTree Finance (Pty) Ltd.
- 2.1.22. **NCA** means the National Credit Act 34 of 2005 and its regulations, as amended or replaced from time to time.
- 2.1.23. **Goods** means the goods or services that you are purchasing from the Supplier.
- 2.1.24. **Supplier** means the retailer or person from whom you purchase goods and services using your Account.
- 2.1.25. **Terms** means these terms and conditions.
- 2.1.26. **VAT** means value-added tax payable under the Value Added Tax Act 89 of 1991.
- 2.2. Reference to:
  - 2.2.1. one gender includes the other gender;
  - 2.2.2. the singular form of a word includes the plural;
  - 2.2.3. the plural form of a word includes the singular;
  - 2.2.4. a law or regulation is a reference to that law or regulation on the date you sign this agreement;
- 2.3. Where we are required to exercise discretion under this agreement, we will exercise our discretion in a reasonable manner.

### **3. Use of ZeroPay**

- 3.1. In order to access and use ZeroPay, you must create an Account which includes providing certain information about yourself, including Personal Information.
- 3.2. You agree that when creating your Account, we may run a credit check from time to time with a registered credit bureau to obtain and confirm the information you have provided, or obtain information that may be relevant to your application to open an Account.
- 3.3. By creating an Account, you acknowledge and agree that all information provided to ZeroPay, including your Personal Information, is your own and is correct and complete, and you agree to update that information if that changes.
- 3.4. You are solely responsible to keep your Account credentials safe.
- 3.5. Upon our acceptance of your request to your Account as your payment option, you agree to pay us the Instalment, subject to the terms and conditions contained in this Agreement.
- 3.6. The Goods that you have purchased are governed by the relevant terms and conditions and policies of that Supplier. Your agreement in respect of the Goods is with the Supplier. Your agreement in respect of the Account and related Instalment is with us.
- 3.7. When you use your Account to purchase goods and services, you must sign a quotation or sales voucher.
- 3.8. We may debit your Card with all transactions presented to us unless it can be proved that you did not authorise the supplier to process the transaction concerned.

### **4. Your obligations and acknowledgements**

- 4.1. You warrant that all of the information that you provide to us is true, complete, accurate and correct, and that you will immediately notify us if any of this information changes; and
- 4.2. if your application is not complete or if you don't provide us with the required documentation, we may contact you to obtain the required information or documentation, or we may approve or decline your application.
- 4.3. You confirm that you:
  - 4.3.1. are a permanent resident of South Africa;
  - 4.3.2. are over 18 years of age;
  - 4.3.3. lawfully reside in South Africa on a permanent basis;
  - 4.3.4. are not currently over-indebted;
  - 4.3.5. are not going through financial difficulty;
  - 4.3.6. have not been declared mentally ill or unfit by a court;
  - 4.3.7. have not applied for or are currently under administration, provisional or final sequestration or debt review; and
  - 4.3.8. have a valid debit or credit card issued by a South African bank in your name.
  - 4.3.9. you unconditionally and irrevocably agree that we are entitled to debit your Card account in accordance with the Instalment Plan, including any Default Fees and Default Interest.
  - 4.3.10. you agree to have sufficient funds available in your Card account to cover all Instalment Payments when due in full, or alternatively to pay the Instalment Payments in full before the due date.
  - 4.3.11. you agree to pay all amounts due under your Account irrespective of any issue or dispute with respect to the Goods or the Supplier, regardless of whether you currently

own or have the Goods in your possession or if they were ordered as a result of any unauthorised or fraudulent use of your account.

- 4.3.12. you are liable for any fees or costs that your bank may charge you when payment is made using your Card.
- 4.3.13. you accept all risk and liability related to the sale of the Goods by the Supplier and agree that we are not responsible for the delivery, suitability or quality of any Goods you have elected to purchase. You agree to contact and claim against the Supplier in the event of any issue with the Goods or if you wish to return any Goods.
- 4.3.14. you agree to keep your Account details confidential, and that you are responsible for any orders placed using your Account details including any unauthorised or fraudulent use of your Account. Accordingly, you agree to indemnify us and accept all legal responsibility and liability for all specific and related losses arising as a result of any fraudulent activity or unauthorised use of your Account.
- 4.3.15. you agree to contact us immediately if you reasonably suspect that your account may have been used or will be used by an unauthorised third party or if you suspect fraudulent activity on your Account. We will not be responsible if you fail to notify us and will not cover any unauthorised and/or fraudulent transactions which will be your responsibility.
- 4.3.16. if there is unauthorised use or fraudulent activity on your Account or if we suspect that there may be unauthorised use or fraudulent activity or if we are compelled to do so by law, we may immediately suspend your Account without notice and you indemnify us against any losses or harm we may incur as a result.

## **5. How we calculate the deferred amount**

- 5.1. The deferred amount is the aggregate amounts that you owe us under this agreement at any point in time and which you must repay to us. The deferred amount may include the:
  - 5.1.1. credit advanced;
  - 5.1.2. default fees and default interest; and
  - 5.1.3. collection costs (if relevant to this agreement).
- 5.2. The deferred amount will be reduced by all amounts you pay to us to settle your account.

## **6. Account limit**

- 6.1. We may refuse to authorise purchases through using your Account for any reason whatsoever.
- 6.2. You cannot buy any goods and services with your Account if to do so means that you will exceed the Account limit.
- 6.3. You are responsible for managing your purchases within the Account limit.
- 6.4. If we accept a transaction that results in you exceeding the Account limit, it does not mean that we have extended or increased the Account limit on any permanent basis, but rather that we have allowed a temporary excess by way of indulgence only, at your special instance and request. You are obliged to immediately bring your Account facility in line with the agreed Account limit. You will be liable for payment of the full amount by which you exceed the Account limit.

## **7. Payment to Suppliers**

- 7.1. If we are not the suppliers of the goods or services purchased on your Account:
  - 7.1.1. We have the right to pay Suppliers the amount appearing on the purchase, when the voucher or slip is presented to us for payment and to debit your Account with the amount of these payments.
  - 7.1.2. We will credit your Card with the amount of a credit voucher when we receive a credit voucher or slip from the supplier for goods and services you purchased using your Account at the Supplier.

## **8. Disputes with suppliers**

- 8.1. If we are not the suppliers of the goods or services purchased on your Account:
- 8.2. Unless we acted with gross negligence or fraudulent intent or in breach of this agreement, we will not be liable for any damages, costs, expenses or losses which you may suffer or incur as a result of, arising from, or in connection with:
  - 8.2.1. any supplier's refusal to accept your Account as payment;
  - 8.2.2. any defective goods and services you bought from any Supplier using your Account; and
  - 8.2.3. any failure or malfunction of, or delay caused by any electronic terminal, or its supporting network, where the cause of this failure, malfunction or delay was not within our reasonable control and you will not have the right to claim anything from us or institute any counterclaim against us or to apply set off against us on this basis.
- 8.3. No dispute between a supplier and you will give you the right to:
  - 8.3.1. refuse to repay us for any payment we made to the supplier for goods and services you bought from the supplier using your Account;
  - 8.3.2. instruct us to refuse to pay the supplier for the goods and services you bought from the supplier using your Account; or
  - 8.3.3. instruct us to do a Chargeback of a payment already made to the supplier for the goods and services you bought from the supplier using your Account.
- 8.4. Unless we acted with gross negligence or fraudulent intent, we will also not be liable for any damages, costs, expenses or loss which you may suffer or incur as a result of, arising from, or in connection with any fraudulent or otherwise unlawful or unauthorised use of your Account by any other person.
- 8.5. We do not act as the agent of any supplier, nor do we endorse the quality of any supplier's goods or any services offered by a service provider. Therefore, unless we acted with gross negligence or fraudulent intent or in breach of this agreement, we will not be responsible to pay for any damages, costs, expenses or losses which you may suffer or incur as a result of, arising from, or in connection with any goods or services you bought from any supplier using your Account.

## **9. Repayments**

- 9.1. You must repay the Instalment in accordance with this agreement plus any applicable Default Fees and Default Interest charged when a payment is not received in full or on time subject to the conditions in clause 11. You must pay at least the minimum amount shown as payable on the statements we send you from time to time, by the due date reflected in these statements, without deduction or set off and you acknowledge that you will not be entitled to attach any condition to any payment made to us, even if you do not receive a statement.

- 9.2. You must make all your repayments in South African Rand.
- 9.3. You must pay your Account through your Card. You therefore authorise us (and mandate your bank) to deduct your monthly payments, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account.
- 9.4. You may prepay any amount you owe us under this agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:
  - 9.4.1. first to pay any fees or charges that are due;
  - 9.4.2. second to reduce the amount of the Account that you still owe us.
- 9.5. If your Account is in arrears, you authorise us (and mandate your bank) to also deduct such arrear amount, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account.
- 9.6. We may charge Default Fees on any overdue amount.
- 9.7. We may charge Default Interest on any overdue amount in accordance with the NCA on an incidental credit agreement.
- 9.8. Should you elect to make cash payments, we will charge you the cash deposit rate charged to us by our bank as a cash deposit fee. You can request to make any cash deposit payments directly into our bank account.
- 9.9. If you make a payment using the incorrect reference, your payment may not be allocated to your Account. It is your responsibility to check your statements and to let us know if any payment is not reflecting on your Account.
- 9.10. If you move to debit order and your debit order is unpaid by your bank due to insufficient funds, we may track your Account and re-present the instruction for payment as soon as sufficient funds are available. Tracking may apply for up to 10 days. If your debit order is still unpaid by your bank, you must make the minimum payment due, as well as additional charges that may be applied from time to time in terms of this agreement for collection of outstanding amounts due as indicated on your statement, directly to us by the due date for such payment in order to keep your Account from going into arrears.
- 9.11. If you wish to settle your Account, you must first contact us to obtain a settlement amount.
- 9.12. You must immediately let us know if during the term of this agreement:
  - 9.12.1. You apply for sequestration or to be placed under administration;
  - 9.12.2. You are placed under curatorship so that you are no longer able to manage your own financial affairs; or
  - 9.12.3. You apply for debt review.
- 9.13. If the collection date falls on a Saturday, Sunday or recognised South African public holiday, the collection date will automatically fall on the preceding business day, or in the event that the aforesaid is not practically possible, the next business day.
- 9.14. The cancellation of any particular debit order authorisation shall not impact the validity of this authority and mandate in relation to the remainder of the debit order authorisations, nor the validity of these terms and conditions nor any other agreement entered into between us.

## **10. You may pay amounts before they become due**

- 10.1. You may prepay any amount you owe us under this agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:
  - 10.1.1. first to pay any fees or charges that are due;

10.1.2. second to reduce the amount of the Account that you still owe us.

**11. Fees and interest**

- 11.1. No fees or interest will be charged in respect of ZeroPay, provided that all Instalments are paid in accordance with this agreement.
- 11.2. No fees will be charged to open a ZeroPay Account.
- 11.3. If we have not received an Instalment on its due date, then we will automatically charge a Default Fee and may charge Default Interest to the Account.
- 11.4. In the event that we are unsuccessful in obtaining payment from your Card on the due date, you authorise us to recover payment of an Instalment including any Default Fees and Default Interest from your bank account after the original due date.
- 11.5. We reserve the right to further try and recoup any Instalment and any Default Fees and Default Interest at any later dates.
- 11.6. To the extent permissible in law, you may also be charged default administration charges and collections costs incurred by us in collecting any amount due and payable to us by you.

**12. Offset**

You will not be entitled to deduct any amount which we owe or may in the future owe to you from any amount which you owe or may in the future owe to us under this agreement.

**13. Refund Arrangements**

- 13.1. Any full or partial return of the Goods is subject to the Retailer's returns policy and applicable laws and must be settled with that Retailer.
- 13.2. We will only process a Refund and amend your Account once the Retailer has requested us to do so in writing. When we received the Retailer's written request, we will deal with the Refund as follows:
  - 13.2.1. if the refund amount is greater than the instalments and any other fees still due, then we will refund you the difference by crediting your bank account;
  - 13.2.2. if the refund amount is less than the instalments and any other fees still due, then we will adjust the account accordingly to reflect the revised amount still due. We will apply the refund amount first to the last instalment then to the second last, etc working backwards to the first instalment.
- 13.3. Please note that if a Retailer refunds you directly in cash, vouchers or the like, you will remain responsible for payment in terms of the Account, irrespective such refund.

**14. It is your responsibility to check your statements**

- 14.1. We will deliver or make available to you a statement which will, among other things:
  - 14.1.1. show all transactions relating to your Account;
  - 14.1.2. show charges debited or credited by us to your Account; and
  - 14.1.3. inform you of the amount which you must pay us on or before the due date stated on the statement
- 14.2. The fact that you do not receive a statement in any particular month, does not free you from your obligations to pay any amount due to us under this agreement, as you can get information about your Account from us telephonically or electronically at any time.
- 14.3. We will deliver statements to you electronically.

- 14.4. Should you have a query regarding the correctness of your statement of Account or dispute regarding any merchandise purchase or other transactions reflected on it, you must notify us within 30 (thirty) days of the date of that particular statement, otherwise it will be deemed that your statement of Account is correct
- 14.5. Should you not receive your statement, you must bring this to our attention.

**15. Screening of applications, instructions, and transactions**

- 15.1. We disclose to you that, in the event that the entity providing you with this Payment Option is part of a global financial institution, we comply and will in future comply with international and local anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements (“laws”). Accordingly, we may initially screen, verify and process all new applications for credit and all related information, including your application and the information you provide to us.
- 15.2. If we accept your application, we will continue to monitor all information and instructions which you give us or which are delivered to us on your behalf from time to time, as well as all transactions which you or anyone else concludes using your Account. We will also continuously monitor our business relationship with you.
- 15.3. This may result in your instructions to us and your Account transactions being prohibited, limited or delayed. This may even result in your Account being declined or our business relationship with you terminating. To the extent permitted, we will let you know of any action we intend to take in compliance with these laws.
- 15.4. You acknowledge, confirm and agree that neither we nor any other member of our group of companies (which, for the purposes hereof, means a holding company and all of its subsidiaries), our respective affiliates, employees, officers or directors, shall be liable for any loss, costs, expenses or damages of whatever nature (whether direct, indirect, consequential or other), which you may suffer or incur as a result of, arising from, or in connection with any steps we take or do not take to comply with our obligations under these laws.

**16. Process to follow if you have a complaint**

- 16.1. If you want to complain that we are not complying with the NCA, you may without derogating from any other rights you may have write to:
  - 16.1.1. the Credit Provider;
  - 16.1.2. the Banking Ombud;
  - 16.1.3. the National Credit Regulator; and
  - 16.1.4. the National Consumer Tribunal.

**17. Debt counsellor**

- 17.1. If it is difficult for you to pay any of your monthly repayments to us, contact us right away.
- 17.2. You have the right to apply to a debt counsellor who will consider your application to determine whether you are over-indebted (this means that you have more debts than you are able to pay) or if you were granted credit recklessly. You should inform us of such application.

**18. You may cancel this agreement at any time**

- 18.1. To cancel this agreement, contact us to find out the amounts you still owe us. You can ask to cancel this agreement immediately or at a future settlement date. We will advise you of the total amount you owe us on the settlement date, which includes all of the following amounts as at the settlement date:
  - 18.1.1. the unpaid balance of the Account; and
  - 18.1.2. the fees and interest charges you owe us.
- 18.2. payment of all amounts owing by you on the settlement date must be paid in full on the settlement date.

**19. Cancellation of your Account**

- 19.1. Without us losing any right to any claim which we may have against you, we will have the right to:
  - 19.1.1. suspend the Account at any time if you are in default under this agreement; and
  - 19.1.2. close the Account by giving you written notice to that effect at least 10 (ten) business days before the Account will be closed.
- 19.2. We may:
  - 19.2.1. suspend the Account at any time if you are in default under this agreement; and
  - 19.2.2. close the Account by giving you written notice to that effect at least ten (10) business days before the Account will be closed.
- 19.3. If the Account has been suspended or cancelled in terms of clause 19.2 or if you die:
  - 19.3.1. the Account may no longer be used for any purpose; and
  - 19.3.2. we may notify any supplier or any person who we think should know of the cancellation without incurring any liability.
- 19.4. Notwithstanding the provisions of clause 19.2, this agreement will remain in effect until you have repaid all amounts charged to your Account.

**20. When you will be in default under this agreement**

- 20.1. You will be in default under this agreement if:
  - 20.1.1. you do not pay any amount payable to us under this agreement on the due date; or
  - 20.1.2. you breach any of the terms and conditions of this agreement;
  - 20.1.3. any representation or warranty made in connection with this agreement or any other documents supplied by you is materially incorrect or false (where a warranty refers to an express confirmation on your part that something is or will be as you have represented to us or promised us that it will be);
- 20.2. you, being an individual:
  - 20.2.1. publish notice of the voluntary surrender of your estate or die;
  - 20.2.2. are placed under administration or commit an act of insolvency as defined in the Insolvency Act 24 of 1936;
  - 20.2.3. have any application or other proceedings brought against or in respect of you to have you sequestrated or placed under curatorship, in any event whether in a manner which is provisional or final, voluntary or compulsory.

## **21. Our rights if you are in default**

### **21.1. If you are in default, we may:**

- 21.1.1. give you written notice of such default and may propose that you refer this agreement to a debt counsellor, alternative dispute resolution agent, consumer court or Ombud with jurisdiction, with the intention that the parties resolve any dispute under this agreement or develop and agree on a plan to bring repayments up to date;
- 21.1.2. commence legal proceedings to enforce this agreement, and, if applicable, recover collection costs and default administration charges (if the default is in respect of a payment obligation) if:
  - 21.1.2.1. we have given you notice as referred to in clause 21.1.1 above or we have given notice to end any debt review process under section 86 of the NCA which may then be underway in respect of this agreement; and
  - 21.1.2.2. you have been in default under this agreement for at least 20 (twenty) business days; and
  - 21.1.2.3. at least 10 (ten) business days have elapsed since we delivered the notice contemplated in clause 21.1.1; in the case of a notice in terms of clause 21.1.2.1, you:
    - 21.1.2.3.1. have not responded to that notice; or
    - 21.1.2.3.2. have responded to the notice by rejecting our proposal.
- 21.1.3. Recover collection costs and default administration charges from you.

## **22. You must pay a default administration fee for letters of demand**

We will charge you a fee each time you miss one or more payments and we have to write a letter to you to advise you of your default. This fee is called a default administration fee. It is the same amount as the fee that must be paid for a registered letter of demand for undefended action under the Magistrates' Courts Act, 1944. It also includes the costs we incur in delivering the letter to you.

## **23. You must pay collection costs if we bring legal proceedings**

- 23.1. If we bring legal proceedings against you to enforce payment of amounts you owe us, you are liable to pay all costs we incur in collecting the payment. The costs are determined by various laws, including:
  - 23.1.1. the Supreme Court Act, 1959
  - 23.1.2. the Magistrates' Courts Act, 1944
  - 23.1.3. the Attorneys Act, 1979
  - 23.1.4. the Debt Collector's Act, 1998.
- 23.2. The collection costs exclude the default administration fee.

## **24. Processing of Personal Information in terms of the Protection of Personal Information Act 4 of 2013**

- 24.1. Your privacy is of utmost importance to us. We will take the necessary measures to ensure that any and all information, provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

- 24.2. You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.
- 24.3. You accept that your Personal Information collected by us may be used for the following reasons:
- 24.3.1. to establish and verify your identity in terms of the Applicable Laws;
  - 24.3.2. to enable us to fulfil our obligations in terms of this Policy;
  - 24.3.3. to enable us to take the necessary measures to prevent any suspicious or fraudulent activity of the Applicable Laws; and
  - 24.3.4. reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.
- 24.4. Unless consented to by yourself, we will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify us from any claims resulting from disclosures made with your consent.
- 24.5. You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk or with the Information Regulator once established.
- 25. Marketing and Information Sharing**
- 25.1. If, in the future, you do not want us to market directly to you, you can change it by:
- 25.1.1. contacting our call centre
  - 25.1.2. registering a block on any register which we legally must recognise.
- 25.2. We will not charge you a fee to change your consent. If you change your marketing choice, we will make these changes as soon as possible. Upon receipt of your notification, it may take up to 30 days for us to remove your information from our marketing channels.
- 25.3. You agree that the Credit Provider and its business associates may obtain personal information about you from all or any credit bureaus and/or registers which contain such information.
- 26. Governing law and jurisdiction**
- This agreement is in all respects governed by the laws of the Republic of South Africa. You agree that we may bring legal proceedings against you relating to this agreement in any Magistrate's Court that has the authority to hear and decide on the case. (This authority is called jurisdiction.)
- 27. Changes to the terms and conditions of this agreement**
- 27.1. Unless prohibited by the NCA or any other law, and subject to what may be permissible in law, we may at any time amend the terms and conditions of this agreement by giving you notice of such amendments in writing through postal or electronic delivery. The use of the Account after the effective date of these amendments constitutes your acceptance of the amendments.

- 27.2. If you are dissatisfied with the amendment you may end the agreement. You will remain responsible to pay all amounts charged to your Account until final settlement of the Account.
- 27.3. Unless this agreement or any provision of the NCA provides otherwise, we will give you at least 5 (five) business days' written notice of a change of this agreement and will set out particulars of such change in such notice.
28. **We do not lose our rights**
- We do not lose any of our rights under this agreement if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time. For example, if we allow you extra time to pay your monthly payments in one month, it does not mean we have allowed you extra time the next or any other month.
29. **Transferring rights or obligations**
- 29.1. You may not transfer any of your rights or obligations under this agreement to anyone else without our prior written permission.
- 29.2. We may transfer all or some of our rights and obligations under this agreement to any other person. We do not have to inform you or get your permission to transfer our rights and obligations. If this clause applies, then "we", where used in this agreement, will include the person to whom we have transferred any of our rights or obligations in terms of this clause.
30. **Each clause is separate**
- 30.1. The parties acknowledge that each clause of this agreement is separate. If any clause of this agreement is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in this agreement. This does not:
- 30.1.1. make the rest of the agreement illegal, invalid or unenforceable; or
- 30.1.2. affect the legality, validity or enforceability of any other clause or this agreement as a whole.
31. **We are allowed to give information to credit bureaus**
- 31.1. You understand that we are allowed to give to one or more credit bureaus:
- 31.1.1. information about this agreement;
- 31.1.2. information about your Account with us; and
- 31.1.3. details of your default if you do not comply with any of the terms of this agreement.
- 31.2. The credit bureaus provides a credit profile and credit score on your credit worthiness subject to all the records.
- 31.3. You have the right to contact the credit bureaus and view their records on you. You also have the right to correct any information that is not correct.
32. **Delivery of goods, start of services and delays affecting services**
- 32.1. We will be able to start with our services relating to your Account once we have approved your application and you have complied with any further conditions imposed by law.

- 32.2. You acknowledge that our services may be unavailable due to interruptions to our electronic communications network or power outages which are not within our control. We give you notice under this clause 32 of these unavoidable interruptions and delays in providing the services and will give you notice if scheduled maintenance will cause an interruption or delay in the provision of services.

**33. Your chosen address**

- 33.1. You choose the physical address in South Africa stated in your application as the address where we may serve any legal process and may execute on any judgment we obtain against you (this address is known in law as your *domicilium citandi et executandi*).
- 33.2. The postal address, fax number and/or email address given by you on the application form is the address to which we shall send any notices (including letters reminding you of any payments due to us under this agreement which you may have missed), correspondence, statements and other documents addressed to you.
- 33.3. If you want to change any of these addresses, you must give us notice to this effect which notice must:
- 33.3.1. tell us that you are changing your address; and
  - 33.3.2. set out the new address which you agree will be used for this purpose. The new *domicillium* address must be a physical address in the Republic of South Africa. A proof of address must be accompanied with any changes of address.
- 33.4. If you change your address but do not notify us, you agree that we have the right to send notices to you and serve legal processes at your last address known to us or any other address you have given us proper notice of.
- 33.5. If we send a notice to you:
- 33.5.1. by prepaid registered post to your chosen address, we will presume that you received it 7 (seven) days after we posted it;
  - 33.5.2. by hand to your chosen address, we are entitled to presume that you received it on the date on which we delivered it to you or to any person apparently not less than 16 years of age;
  - 33.5.3. by fax to your chosen fax number, we are entitled to presume that you received it at the time of the transmission.
  - 33.5.4. by email to your provided email address, we are entitled to presume that you have received it at the time of transmission.
- 33.6. When we presume that you have received a notice by a certain date, this means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date then you will have to prove it.
- 33.7. If you have actually received a written notice or communication from us, even if it was not sent to or delivered at your chosen address, fax number, postal address or e-mail address, it will still be a valid notice.

**34. Your email address and cellphone number**

- 34.1. Your email address and cellphone number may be the primary means that we communicate to you.
- 34.2. If you change your email address or cellphone number, you must give us notice to this effect which notice must:

- 34.2.1. tell us that you are changing your email address or cellphone number;
- 34.2.2. set out the new address or cellphone number for all communications and notices.

**35. This agreement is the entire agreement**

This agreement is the only record of the agreement between the parties in regard to the subject matter of this agreement. Unless a court holds otherwise, no party is legally obliged to comply with any term, condition or undertaking not recorded in this agreement, and this agreement replaces any arrangement or understanding held by the parties before this agreement was signed.

**36. General declarations**

- 36.1. You understand the risks and costs of borrowing the principal debt from us.
- 36.2. You understand your rights and duties under this agreement.
- 36.3. You have received a copy of this agreement (including the quotation / pre-agreement). If applicable, you have also received a copy of the insurance policy documents and the security documents.
- 36.4. You have the legal capacity (and where relevant, the authority) to enter into this agreement. This means in the context of this agreement that the law regards you as competent and qualified to enter into this agreement, considering, if you are an individual, factors such as your age, marital status and mental state.
- 36.5. We did not make you an offer that automatically results in an agreement if you do not decline it.
- 36.6. You confirm that entering into this agreement will not cause you to become over indebted as contemplated in the NCA.
- 36.7. You have fully and truthfully answered all and any request for information made of you by or on behalf of us leading up to the conditions of this agreement.
- 36.8. You have been given the option to be excluded from any telemarketing campaign which may be conducted by or on behalf of us, any marketing or customer list which may be sold or distributed by us, other than as required by the NCA, any mass distribution of e-mail or SMS message, as well as the option to decline a pre-approval limit increase relating to the Account.

**37. You signed this agreement of your own free choice**

- 37.1. You confirm that:
  - 37.1.1. we did not make you sign this agreement or do anything during the negotiation and conclusion of this agreement that would be considered unconscionable or otherwise render this agreement unlawful;
  - 37.1.2. if we have arranged insurance for you, we have explained to you the terms and conditions of the insurance policy or policies required in this agreement;
  - 37.1.3. there were no blank spaces on the application or this agreement at the time when you signed each of these documents;
  - 37.1.4. if the application and quotation started telephonically or electronically, we have confirmed that this agreement may be recorded and you have given us permission to

do so. You have also given us permission to give you a copy of this agreement within a reasonable time;

37.1.5. you understand that we must report certain information about you and this agreement to the National Credit Register or a registered credit bureau; and

37.1.6. we did not ask you to sign any additional (supplementary) agreements or documents that are not referred to in the quotation.

**38. Your statement about your financial status**

By activating your Account you confirm that:

38.1. you have checked the information we have about your personal, financial and Card details;

38.2. the information we have about your personal, financial and Card details is correct;

38.3. you have fully and truthfully given all information we have asked you for about this agreement and about your personal and financial circumstance (including your income and expenditure);

38.4. you have disclosed to us all other applications for credit which you have made to any other person, whether processed or not at the date when you signed the application;

38.5. you have not applied for an administration order and no administration order has been given against you;

38.6. you are not currently under debt counselling or subject to debt review;

38.7. you have not applied for and no order has been given against you for sequestration;

38.8. you have not entered into a compromise with any of your creditors or attempted to do so generally or defer payment of debts owing by you;

38.9. you understand that if any of these statements are not true, it may prevent you from exercising some or all of your rights.

**39. You are aware of terms with specific legal consequences**

39.1. When you use the Account you confirm both of the following:

39.1.1. You have read and understood all the terms and conditions in this document; and

39.1.2. You have also read and are aware of all the terms that are printed in bold.

FeverTree Finance Proprietary Limited Registration number 1998/023910/07 (NCR No NCRCP6072) is a registered credit provider.