American Express® Card(s) are issued and Card facilities are granted by us, Nedbank Limited, in our sole discretion to you, the Cardholder, and the Card application is processed and approved in Johannesburg and the dispatch of the Card to you constitutes our acceptance of the application, subject to the following terms and conditions:

1 INTERPRETATION

In this Agreement:

1.1 clause headings are for convenience and are not to be used in its interpretation;

1.2 unless the context indicates a contrary intention, an expression which denotes:

1.2.1 any gender includes the other genders;

1.2.2 a natural person includes a juristic person and vice versa; and

1.2.3 the singular includes the plural and vice versa.

2 DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings.

2.1 '**Act'** means the National Credit Act, 2005;

2.2 '**Agreement'** means the agreement concluded between you and us, upon your acceptance of this quotation, which Agreement shall be governed by the terms and conditions of use contained in this quotation and includes the Application for the Card;

2.3 **'Annual Interest rate'** means the maximum interest rate as prescribed by the Act from time to time.

2.4 '**Application'** means the written application completed by you in respect of the Card;

2.5 '**ATM'** means an automated teller machine;

2.6 '**Authorised Representative**' means the service establishment or supplier who is stated on the application form as an authorised representative;

2.7 '**Card**' means the relevant Nedbank magnetic-strip and/or chip Card issued by us in our sole discretion for use by you, and includes the American Express® Blue Credit Card, American Express® BoE Private Clients Gold Charge Card, American Express® BoE Private Clients Platinum Charge Card, American Express® Gold Charge Card, American Express® Gold Credit Card, American Express® Green Charge Card, American Express® Platinum Charge Card, Dezign Student MasterCard Credit Card, Go Banking Garage Credit Card, Go Banking MasterCard Credit Card, Go Banking Unembossed Credit Card, Nedbank MasterCard Unembossed Credit Card, MINT Cobranded MasterCard Classic Credit Card, MINT Cobranded MasterCard Gold Credit Card, Nedbank Garage Credit Card, Nedbank Business Garage Credit Card, Nedbank MasterCard Classic Credit Card, Nedbank MasterCard Gold Credit Card, Nedbank Greenbacks Classic Credit Card, Nedbank Greenbacks Gold Credit Card, Nedbank Greenbacks Platinum Credit Card, Nedbank Namibia Garage Credit Card, Nedbank Namibia Visa Classic Credit Card, Nedbank Namibia Visa Gold Credit Card, Nedbank Visa Classic Credit Card, Nedbank Visa Gold Credit Card, NGN MasterCard Classic Credit Card, NGN MasterCard Gold Credit Card, SAA Voyager Cobranded American Express® (Primary Card) and Visa (companion card) Classic Credit Card, SAA Voyager Cobranded American Express® (Primary Card) and Visa (companion card) Gold Credit Card, SAA Voyager Cobranded American Express® (Primary Card) and Visa (companion card) Premium Credit Card, Nedbank Visa Platinum Credit Card, Nedbank Visa Platinum Garage Card, BoE Private Clients Visa Credit Card, BoE Private Clients Garage Credit Card, Personal Travel Card (only applicable to American Express® charge cards), Old Mutual Investment Cobranded American Express® (Primary Card) and Visa (companion card) Gold Credit Card and the Small Business Credit Card;

2.8 '**Card Account**' means your Card account with us opened pursuant to your application for the Card facility described herein or any other account with us, which is operated by means of the Card;

2.9 '**Card Facility**' means the facility, which we may decide to make available to you, which is operated by means of the Card or the Card number, subject to these terms and conditions of use, and the amount of this facility will be advised by us to you (not applicable to charge Cards). The purpose of this facility is to cover the full amount used by you on your Card account for purchases or services, or withdrawn by you from your Card account by means of your PIN, in circumstances where sufficient cash funds are not available in your Card account;

2.10 '**Card Transaction**' means any commercial transaction, including but not limited to purchases, services, cash advances, cash withdrawals or deposits made:

2.10.1 with the Card from or to the Card account by using an ATM or SST or other electronic or other device; or

2.10.2 by furnishing the Card number to a merchant or supplier;

2.11 '**Chip**' means the integrated circuit that is embedded in a plastic Card and which is designed to perform processing and/or memory functions;

2.12 '**Chip and PIN Card**' means a plastic Card, commonly called a chip Card, with an embedded chip that communicates information to a point-of-transaction terminal and/or other electronic devices;

2.13 '**Conversion Fee**' means a fee to cover global fluctuations in the currency market. Any charge that is made in a foreign currency other than US dollar will, when the conversion is done, be converted into US dollar before being converted into South African rand and will attract a currency conversion fee;

2.14 '**Credit Bureau'** means:

1) Experian (Pty) Ltd (Head Office);

Tel:	+27 (0)86 110 5665
Fax:	+27 (0)11 463 3988
Email:	info@experian.co.za
Physical address:	Experian House, The Ambridge Office Park, Vrede Avenue, Douglasdale, 2191
Postal address:	PO Box 98183, Sloane Park, 2152

2) TransUnion ITC (Head Office);
Tel: +27 (0)861 482 482
Fax: +27 (0)866 701 737
Email: disputeinfo@transunion.co.za
Physical address: Wanderers Office Park,
52 Corlett Drive, Illovo,
Johannesburg, 2196
Postal address: PO Box 4522,
Johannesburg, 2000

3) Expert Decision Systems (XDS)
Tel: +27 (0)11 645 9100
Fax: +27 (0)11 484 6588
Email: info@xds.co.za
Physical address: 11-13 St Andrews,
Oakhurst Building,
Parktown,
Johannesburg, 2000
Postal address: PO Box 30987,
Braamfontein, 2017

2.15 **'Delivery'** means that in terms of any notice required to be provided to you and/or us, such notice may only be given in writing and must be delivered to you and/or us by way of hand delivery or prepaid registered post or telefax or telegram or email or SMS. If delivered by hand, the notice shall be deemed to have been received on the date of delivery. If delivered by prepaid registered post, the notice shall be deemed to have been received within 7 (seven) days of posting, unless the contrary is proved. If sent by telefax, the notice shall be deemed to have been received on the date of confirmation of the successful transmission of the facsimile evidenced by a transmission report and/or slip. If delivered by telex, the notice shall be deemed to have been received within 7 (seven) days of submission, unless the contrary is proved. If sent by email, the notice shall be deemed to have been received on the day of transmission, unless the contrary is proved. If sent by SMS, the notice shall be deemed to have been received on the day of transmission, unless the contrary is proved;

2.16 '**Duplicate Card'** means the Card that is lodged with and for use by the Authorised Representative and is identified as a duplicate Card;

2.17 **'Individual Interest Rate'** means the variable interest rate which we offer you as it appears on your statement and/or your quotation, which is applicable to this Agreement and which is based on the Annual Interest Rate discounted by your personal risk profile where applicable, which will not exceed the maximum permissible interest rate allowed under the Act;

2.18 '**PIN'** means a personal identification number, which is a secret number, which we may either send to you or, which will be selected by you and, which only you know. This number must be encoded on the Card by us and is used as a means of user identification;

2.19 '**Primary Card'** means the Card issued to the Cardholder via this application;

2.20 '**Principal Debt**' means all amounts owing in terms of the Quote;

2.21 '**Quotation**' means the written quotation given in respect of this Agreement as contemplated in the Act;

2.22 **'Repo Rate'** means the interest rate at which the South African Reserve Bank lends cash to the banking system;

2.23 '**SST**' means a self-service terminal;

2.24 '**Supplementary Card**' is a Card applied for by the holder of a Card account and the Supplementary Cardholder and is issued by us at our discretion for use by the Supplementary Cardholder, for which the applicant and the Supplementary Cardholder accept joint and several liability;

2.25 '**We'**, '**us'** and '**our'** refer to Nedbank Limited Reg No 1951/000009/06, its successors in title and assigns of 135 Rivonia Road, Sandown, Sandton, NCR Reg number NCRCP16;

2.26 '**You'** and '**your'** refer to the applicant for the Card facility and is the holder of the Card Account in respect of the Card, and where appropriate, the applicant and holder of a supplementary Card;

2.27 Any number of days shall be determined by excluding the first and including the last day, or where the last falls on a day that is not a business day, the next business day.

3 RECITAL

Should you accept this pre-agreement and quotation and enter into the Agreement with us in respect of the Card facility to be provided to you as stipulated in this quotation, we agree to extend the facility to you and you agree to utilise such facility, as specified in the quote, subject to the terms and conditions of this Agreement. The agreement between you and us will come into being at the moment when we open an account in your name.

4 TERMS OF CARD FACILITY

4.1 Subject to the terms and conditions of this Agreement, we agree to provide a Card Facility to you, and you agree to the provision of a Card Facility to you by us in the amount specified in the Quote.

4.2 The Card Facility will be provided to you, or on your behalf, in our sole discretion, and subject to compliance by you with the terms and conditions of this Agreement.

4.3 To the extent that the Act is applicable to this Agreement:

4.3.1 if you wish to increase your Credit Limit you may request us to do so in writing. This does not apply to an automatic annual increase in your Credit Limit, that we may grant, provided that you have requested us to do so in the appropriate space on the Application;

4.3.2 you may not exceed your Credit Limit unless you first obtain our written approval. If we accept any sales voucher, cash voucher or other evidence of withdrawal of cash and/or purchase resulting in Credit Limit being exceeded, this will not mean that we have increased the Credit Limit permanently;

4.3.3 if you exceed the applicable Credit Limit, same will constitute a breach of this Agreement and all amounts owing to or claimable by us from you in terms of this Agreement will, at the option of us, become immediately due and payable without notice in the event that you fail to pay on demand any sum or sums of money owing to or claimable by us in respect of any Credit granted to you.

4.3.4 if you, at the time of completing the Application or at any later time, in writing has specifically requested the option of having the Credit Limit automatically increased from time to time, we may unilaterally increase the Credit Limit as provided for in terms of the Act.

5 USE OF THE CARD

5.1 You must, immediately when you receive the Card, insert your signature in the space provided thereon with a non-erasable ballpoint pen.

5.2 If you do not want the Card, you must destroy it immediately without using it and also notify us in writing thereof.

5.3 The Card may be used only by the natural or juristic person whose name appears thereon except in the case of the Personal Travel Card, which may be used only by the Authorised Representative for the purposes of signing for and on your behalf for goods and services provided by the Authorised Representative as stipulated in the agreement between you and the Authorised Representative.

5.4 You may not cede any of your rights or delegate any of your obligations in respect of the Card or its use.

5.5 The Card is valid from the first day of the 'valid from' date on the Card until it expires or until your account is closed by any of the parties for whatever reason. If we allow a Card transaction after the Card has expired or has been cancelled, this does not mean that we have extended the validity term of the Card.

5.6 We are the owners of the Card and when your account is closed for whatever reason, you must give the Card back to us (or to any person who is authorised to act on our behalf).

5.7 We shall, where applicable, encode the Card with a PIN, which will give you the right to deposit and/or withdraw cash and/or make use of services by means of the Card at compatible ATMs or SSTs or other electronic devices.

5.8 It is important that your Card and account is not used fraudulently. You must therefore:

5.8.1 take proper care of the Card and your Card number and do everything that is necessary to prevent it from being lost, stolen and/or used wrongfully;

5.8.2 ensure that any record of your PIN is kept separate from the Card in a safe place;

5.8.3 not allow anybody to obtain knowledge of your PIN.

5.9 If your Card, your Card number or PIN:

5.9.1 is lost, stolen and/or used wrongfully; or

5.9.2 is used by any person other than you, and in the case of the Personal Travel Card it is used by any person other than the Authorised Representative,

you must notify us immediately at our Nedbank Card Division in Johannesburg by calling the number provided on your monthly statement. You must also notify us immediately if you have reason to believe or suspect that this has happened. You will be provided with a reference number during your telephone call. It is important that you keep a record of this reference number – you must be able to provide it to us whenever you are requested to do so. You must confirm your verbal notification by sending us written confirmation thereof, stating the reference number, within 24 (twenty-four) hours after the verbal notification.

5.10 You will be liable for and must repay us all amounts we pay or have to pay if the Card, your Card number or PIN is used unless you have reported it as lost, stolen or being used wrongfully as set out in 5.9 above.

5.11 Except where a transaction is made by means of your PIN or is requested by mail or telephone order, or is effected with the Personal Travel Card, you must sign a sales voucher, a cash advance voucher or a refund voucher, as the case may be, every time you use the Card or give the Card number to a merchant or supplier. By signing the voucher you confirm that the information on it is correct. You will be liable for and must repay us all amounts we pay or have to pay in respect of your Card transactions. If you do not sign the relevant voucher(s), you will still be liable to us.

5.12 You must comply with all the applicable exchange control regulations when you use the Card outside the common monetary area. Card transactions made in foreign currencies will be shown on your statements in South African rands.

5.13 You may not use the Card for any unlawful or illegal transaction and it is your duty to make sure that a transaction is lawful before you use the Card.

5.14 You may not use the Card for any payment on behalf of a business or for transactions that in our opinion are non-personal transactions.

5.15 When you use an ATM or a SST, you do so at your own risk and we shall not be liable for any loss or theft resulting from the use of an ATM or a SST or other electronic device.

5.16 When making withdrawals at ATMs outside the borders of South Africa, the daily withdrawal limit will be different from the daily withdrawal limit at ATMs inside the borders of South Africa.

5.17 You authorise us (which authorisation may not be cancelled):

5.17.1 to pay for any purchases, services or cash advances in respect of which the Card or the Card number is used and to debit the amount concerned to your Card account;

5.17.2 to debit your Card account with the amount of the sales voucher or cash advance voucher or any other cash amount withdrawn; and

5.17.3 to make the necessary entries to do the above and to reverse these entries when appropriate.

5.18 We shall not in any way be liable to you if any merchant or supplier does not accept the Card or your Card number, or if we refuse to authorise any Card transaction.

5.19 If there are any claims or disputes between you and any merchant or supplier in respect of the nature, quality or quantity of any goods or services you obtained from the merchant or supplier or in respect of any other matter or thing, our rights to receive payment from you will not be affected in any way nor will it give anyone a right of setoff or counterclaim against us. You hereby acknowledge that no merchant or supplier is our agent.

5.20 If a merchant or supplier gives you a refund, it will be credited to your Card account only in the event of and once we receive a properly issued credit voucher from the merchant or supplier.

5.21 You will not have the right to stop any payment we are making or which we are about to make to a merchant or supplier in respect of any transaction, nor will you have the right to instruct us to reverse a payment in respect of a transaction which has already been made, except as may be provided otherwise by statute.

6 FEES, COSTS, INTEREST AND OTHER CHARGES

6.1 We pay interest on the average daily credit balances on your account at the rate, which we shall notify you of from time to time in your monthly statement. This interest is credited to your account monthly on the statement date.

6.2 You will be liable to pay interest to us in respect of each transaction, calculated monthly on daily balances as set out in your statement and/or your quotation, which interest will not exceed the maximum Annual Interest Rate.

6.3 Your variable Individual Interest Rate which we offer you and which applies to this Agreement is based on the Annual Interest Rate discounted by your personal risk profile where applicable, which may change from time to time. The Individual Interest Rate can be changed by us at any time at our sole discretion by giving you notice as required in terms of the Act.

6.4 If you pay the outstanding balance on your account in full on or before the due date reflected on the monthly statement, we may decide not to charge interest in respect of Card transactions (other than cash advances/withdrawals, electronic transfers, foreign exchange, casino chip purchases, or fuel purchases with any garage Card), which appear for the first time on that statement. If we decide not to charge interest, this will not mean that we have waived our right to charge interest and we reserve the right to charge interest at any time.

6.5 If you fail to pay any amount owing to us on the due date, you will be liable for penalty interest at a rate equal to the maximum rate of interest prescribed by the National Credit Act, 34 of 2005, on the full amount due but unpaid, including interest.

6.6 You will be responsible for and shall pay to us, the fees, costs and charges specified in clause 6 as part of the cost of credit, as contemplated by the Act. We are entitled at any time, and from time to time, in its discretion to vary any fee, cost or charge, provided that no fee or charge will exceed the maximum amount prescribed from time to time in terms of the Act or, where the Act does not apply to this Agreement, such other amount as may be prescribed by law. To the extent that value-added tax is payable in respect of any fee, cost or charge, such fee, cost or charge will be inclusive of value-added tax payable by you.

6.7 In addition, you shall pay any -

6.7.1 default administration charge imposed by us to cover administration costs incurred as a result of you defaulting on an obligation under this Agreement; and

6.7.2 collection costs that may be charged by us in respect of enforcement of your monetary obligations under this Agreement (other than a default administration charge), provided that such charges and costs will not (to the extent that the Act applies to this Agreement) exceed the maximum default administration charges and collection costs prescribed from time to time in terms of the Act.

6.8 Subject to the provisions of clause 6, all fees, costs and charges will be calculated and payable in the manner set out in clause 6. The Annual Interest Rate will be charged in respect of any fee ,costs or charge not paid on or before the due date for payment thereof and this will not prejudice restrict or in any manner detract from our rights pursuant to an act of default.

6.9 To the extent that you are required to pay or reimburse any costs, fees, expenses or disbursements pursuant to this Agreement, you agree that such obligation includes the payment or reimbursement of value-added tax, where applicable.

6.10 All applicable government levies, which you must pay in respect of the use of your account, will be debited to your account monthly and paid over to the relevant government bodies by us.

6.11 We have the right to debit your account with our standard services and other fees and charges payable from time to time, which will be reflected on your monthly statement. These include, but are not limited to, an annual fee (which will be debited for each year or part of a year), a Card replacement fee and a returned-payment fee.

6.12 You will be liable to pay all legal costs we incur in exercising any of our rights in terms of these terms and conditions of use, including all legal charges as between attorney and client, counsel's fees, tracing fees and collection charges.

6.13 You will be charged a currency conversion fee for transactions concluded outside the common monetary area. For foreign charges converted by American Express, American Express applies a conversion factor to the converted amount of 1,7% with regard to corporate products and 2% with regard to consumer products. A charge in a foreign currency other than US dollars will, when the conversion is done by American Express, be converted into US dollars before being converted into your billing currency.

6.14 We shall notify you in writing of any variation in your variable individual Interest Rate in accordance with the requirements of the Act.

7 STATEMENT, PAYMENT, DEPOSITS AND SETTLEMENT

7.1 We shall send you a statement each month to the postal address selected by you, setting out each entry as prescribed by law in respect of all transactions on your account in the preceding month, as well as the total debit or credit balance, as the case may be, on your account as at the statement date and also, where applicable, the minimum amount you must pay and the date on which it must be paid.

7.2 You must pay us not less than the minimum amount shown on the statement and your payment must reach us at our Nedbank Card Division in Johannesburg during banking hours on or before the date, which is stated on the statement as the due date.

7.3 If you pay us by sending a cheque or postal order by mail, all risk involved, which will include but not be limited to fraud, theft or loss of the cheque or postal order, will be borne by you, whether or not it is caused by our negligence or that of any of our employees.

7.4 It is important that you check your monthly statement to determine if it is correct. If you dispute any item or entry in the monthly statement, you must write to us within 30 (thirty) days of the date of the statement recording your dispute so that we can investigate your complaint properly, obtain the relevant documents pertaining to the disputed entry and make the necessary enquiries. The relevant documents are only available for a limited time.

7.5 The Principal Debt together with any interest, charges and/or fees, which may be debited to the Account in terms of this Agreement, shall be repaid by you to us as set out in the Quote.

7.6 The first payment shall become due on the date specified in the Quote.

7.7 You must check that you receive your monthly statement. If you do not receive a monthly statement this will not give you the right or be a reason not to pay any amount, which is due and payable to us. You must inform us in writing if you do not receive a monthly statement.

7.8 If any negotiable instrument is deposited into your account, the proceeds will be provisionally credited to your account, but you will only be entitled to such proceeds once the instrument is honoured.

7.9 All payments received from you will be credited to your account and we shall apply this money firstly to due and unpaid interest charges, then any applicable government levies, then any fees and other charges we levy on your Card account, then any legal costs, and finally the principal debt. You may not attach any conditions whatsoever to any payment made to us. If you attach any conditions, we shall have the right to accept your payment and exercise our rights in terms of these terms and conditions of use as if you have not attached any condition.

7.10 It is recorded that the following information is not known or cannot be determined beforehand, namely:

7.10.1 the amount that will actually be spent on your account;

7.10.2 the nature or amount of other charges;

7.10.3 the amount of the principal debt;

7.10.4 the amount of interest that will accrue in rands and cents;

7.10.5 the amount of each payment and the date on which each payment must be made.

7.11 All payments in terms of this Agreement will be made in South African currency without set off, or deduction of any kind and free of exchange, bank costs and other charges, at the branch or our Card Division or wherever else we may at any time in writing direct. If arrangements are made to pay the monthly instalment by way of debit order or automatic payment order, this will not detract in any manner from your obligation to effect payment of each payment on or before the due date for payment thereof.

7.12 You may at any time prepay any amount owed to us in terms of this Agreement or settle this Agreement; provided that this Agreement is subject to the Act. To the extent that this Agreement is not subject to the Act, no amount owed by you to us shall be prepaid or this Agreement settled without the prior consent in writing from us. Any consent by us for this purpose may be given unconditionally or subject to such conditions as we in our sole discretion determine.

7.13 To the extent that the Act is applicable to this Agreement, the amount required to be paid by you to us in order to settle this Agreement is the total of the following amounts –

7.13.1 the Principal Debt or the balance thereof outstanding at the time of settlement;

7.13.2 any unpaid interest and all other fees and charges owing to or claimable to us in terms of this Agreement up to the settlement date; and

7.13.3 if the interest rate applicable to this Agreement at the time of settlement is a fixed rate, an early termination charge determined by us at such time; provided that such fee does not exceed the maximum charge permitted from time to time by the Act.

8 SMS SERVICE

8.1 You acknowledge and understand that you will automatically receive a transactional SMS on your cellphone for purchases for amounts that are predetermined by Nedbank Ltd.

8.2 You confirm that the use of the service is at your own risk.

8.3 We do not warrant that:

8.3.1 the SMS service will meet your requirements;

8.3.2 the service will be uninterrupted, timely or secure;

8.3.3 the SMS will be accurate and correct or that it will arrive at the supplied cellphone number; and/or

8.3.4 the SMS received can be reconciled with the activity on your card account.

8.4 We will not be held liable for any direct or indirect loss or damage resulting from the use of the service or the inability to use the service or any delays in the service or any fraudulent transaction taking place when the service is unavailable for whatever reason.

9 SUPPLEMENTARY CARDS

9.1 If we issue a Supplementary Card, you and the Supplementary Cardholder will be jointly and severally liable to us as co-principal debtors for all amounts due and payable to us as a result of the use of the Supplementary Card and for all obligations resulting from it.

9.2 When the Supplementary Card is given back to us and after all amounts owing to us in respect of the use of the Supplementary Card have been paid, we shall, when you or the Supplementary Cardholder request us to do so, cancel the Supplementary Card and you will then no longer be liable to us for future debt in respect of the Supplementary Card, on condition that we notify you in writing that this is the case.

9.3 You hereby give up the benefits and/or the legal exceptions and/or defences of excusion, division or cession of action, which you can or may plead to defend any claim we bring against you or both you and the third party named on the Supplementary Card, and you hereby acknowledge that you are familiar with and fully understand the meaning and effect of all the benefits, exceptions and defences mentioned above.

10 BALANCE TRANSFER OPTION (WHERE APPLICABLE)

10.1 We, at our sole discretion, may grant you a facility, the amount of which we alone will determine, to facilitate the transfer of balances from one or more accounts to the Card account if:

10.1.1 you have properly maintained the account(s) from which the balance is to be transferred;

10.1.2 we have approved your application for the Card;

10.1.3 you have applied for the balance transfer option and have indicated in the application the account(s) from which balances are to be transferred.

10.2 You authorise us to verify the status and balance of the account(s), and you authorise us to effect payment on your behalf into the account(s).

10.3 The repayment period for the transferred amount can be from 3 (three) to 36 (thirty-six) months.

10.4 The preferential interest rate will apply to the transferred amount only for the agreed term.

10.5 The balance transfer amount cannot be revised or revoked once the application has been processed.

10.6 The amount so transferred to the Card account and the details of such transfer will be shown on your statement.

10.7 You will be responsible for closing the account(s) from which the balance(s) is/are transferred.

10.8 You must pay any amount outstanding on the account(s) from which the balance(s) is/are transferred.

10.9 You must continue to pay your current minimum payment on the account(s) on which you have requested a balance transfers until you receive the statement showing that the such balance(s) has/have been transferred.

10.10 You understand that we may decline your transfer request.

10.11 We shall from time to time notify you of the interest rate, which we alone will determine, and which will be charged on to the balance transferred and any balance thereof.

10.12 In addition to the provisions of clauses 6 and 7, you agree to pay us at least the minimum amount shown on the monthly statement in respect of the balance transferred. You further agree that, should you default with any payment or should your repayment period be extended beyond the interest concession period notified to you when your balance transfer request is approved, any balance outstanding is to be consolidated with any amount outstanding on the Card, and the interest rate then applicable to the latter amount will be charged.

11 EXTENDED-PAYMENT PURCHASES (ONLY APPLICABLE TO CREDIT CARD)

Subject to the following additional terms and conditions of use and our approval beforehand:

11.1 you may make Card transaction payments over an extended period;

11.2 the principal sum of goods purchased over the extended period together with other charges must be paid for in monthly payments and the amount of these payments will be stipulated by us;

11.3 you may at any date earlier than the date stipulated repay more than the amount stipulated by us.

12 LIABILITY

We shall not be liable to you for any damage or loss, which you suffer if:

12.1 any person gains unauthorised access to your Card, your Card number, your account, your PIN or your Card facility or any information in respect thereof;

12.2 there is a delay, failure or malfunction of any ATM or SST or other device (electronic or manual) you use to make transactions with the Card; or

12.3 any person gains unauthorised access to any information or data (whether correct or incorrect).

13 CERTIFICATE AND OTHER DOCUMENTARY EVIDENCE OF INDEBTEDNESS

13.1 To the extent permitted by the Act, the nature and amount of your indebtedness to us in terms of this Agreement, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a written certificate purporting to have been signed by a manager or accountant for the time being of any branch or at our Head Office, whose capacity or authority it will not be necessary to prove, which certificate will upon the mere production thereof be binding on you and be prima facie proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against you, and will be valid as a liquid document against you in any competent court.

13.2 Whenever we take any legal steps against you, we shall have the right to use microfilm and/or copies of any other relevant records.

14 SUSPENSION OR CLOSING OF CARD FACILITY

14.1 To the extent that the Act is applicable to this Agreement, and this Agreement constitutes a Card facility, as defined in the Act, we may suspend such Card facility at any time you are in default under the Agreement, or close the Card facility by giving written notice of termination to you of at least 10 (ten) business days before the Card facility is to be closed.

14.2 Despite the suspension or closure of the Card facility, any liability which you may have in respect of this Agreement and/or any Credit provided in respect thereof will not be affected by the above action, and this Agreement shall remain in effect to the extent necessary until you have paid all amounts lawfully due by you in terms of the Act.

15 CREDIT BUREAU INFORMATION

15.1 To the extent that the Act applies to this Agreement, we hereby inform you that we supply consumer credit information to Credit Bureaux and in this regard:

15.1.1 you confirm that we may transmit to Credit Bureaux data about the application, opening and termination of an Account by you;

15.1.2 you acknowledge that information on non-compliance with the terms and conditions of this Agreement is transferred to the Credit Bureaux;

15.1.3 the Credit Bureaux provide credit profiles and possibly credit scores on your credit worthiness, subject to the credit record.

15.2 You have the right to have the credit record disclosed and to correct inaccurate information.

15.3 You may contact the Credit Bureaux at the details provided in clause 2.13.

16 ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT

16.1 You warrant that you have fully and truthfully answered all and any requests for information made by us relating to this Agreement.

16.2 You confirm that you understand and appreciate the risks and costs inherent in this Agreement, and your rights and obligations under this Agreement.

16.3 You confirm and agree that we may in our sole discretion, amend these terms and conditions at any time by furnishing you with notice of any amendments by way of statement messages or any other means we may deem necessary

16.4 If you disagree with these amendments to the terms and conditions you will have the right to cancel the Agreement before the terms and conditions become operational ('Operational date'), in which instance clause 19 becomes applicable.

16.5 You acknowledge and agree that, if you decide not to cancel the Agreement before the Operational Date of the amendments to the terms and conditions, they will be binding on you If you decided to use your Card facility after the Operational Date of the amendments, it would be deemed that you have accepted the amendments to the terms and conditions and they will be binding on you.

17 JURISDICTION

You hereby agree and give your consent that a magistrates' court will have jurisdiction in respect of any legal steps we take against you, even if the amount we claim exceeds the jurisdiction of the magistrates' court. We shall, however, have the right to approach a higher court if we wish to do so.

18 NOTICES AND DOMICILIUM

18.1 The physical address given by you on the application form will always be the address you have chosen where summonses, legal documents and notices may be served on you ('domicilium'). The postal address given by you on the application form is the address to which we shall send all other notices, correspondence, Card account statements and documents addressed to you.

18.2 You may change your postal address to any other physical postal address in South Africa if you send us a written notice thereof. If you change your domicilium, it will only be valid 14 (fourteen) days after the date of our Nedbank Card Division in Johannesburg receives your written notice.

18.3 Either party to this Agreement may change its address for the purposes of this clause by delivering to the other party a written notice of the new address by hand or registered mail.

18.4 Unless otherwise provided by this clause or the Act, a notice, order or other document that, in terms of the Act, must be served on either party to this Agreement will have been properly served when it has been either delivered to that party or sent by registered mail to that party's last known address.

18.5 All notices or communications you send to us must be in writing and sent by prepaid registered post to our Card Division in Johannesburg.

19 CLIENT RIGHTS

19.1 To the extent that the Act is applicable to this Agreement, you have the right (provided that any such right is exercised in accordance with the Act) to –

19.1.1 resolve a complaint by way of alternative dispute resolution;

19.1.2 file a complaint with the National Credit Regulator; or

19.1.3 make an application to the Tribunal;

19.2 **The National Credit Regulator** can be contacted at –

Tel:	011 554 2600 or 0860 627 627
Fax:	011 554 2772
Email:	info@NCR.org.za
Physical address:	127 15th Road Randjies Park, Halfway House, 1685
Postal address:	PO Box 209, Halfway House, 1685

19.3 **The National Consumer Tribunal** can be contacted at –

Tel:	012 394 1450/394 1721
Fax:	012 394 2450
Email:	nct@THEDTI.gov.za
Physical address:	77Meintjies Street, Sunnyside, Pretoria, 0002
Postal address:	Private Bag X48, Pretoria, 0002

19.4 **The Ombud for Banking Services** can be contacted at –

Tel:	011 838 0035 or 0860 800 900
Fax:	011 838 0043
Email:	info@obssa.co.za
Physical address:	28 Harrison Street, 5th floor, JCI Buildings, Marshalltown, 2001
Postal address:	PO Box 5728, Johannesburg, 2000

19.5 You may dispute all or part of any particular credit or debit entered on your Account in terms of this Agreement by delivering a written notice to us where upon we shall give you written notice either explaining the entry in reasonable detail or confirming that the statement was in error either in whole or in part, and setting out the revised entry.

19.6 To the extent that the Act applies to this Agreement, we shall advise you in terms of this Act, before any prescribed adverse information concerning you are reported to a Credit Bureau, and shall provide a copy of that information to you upon written request.

20 DEFAULT BY THE CLIENT/TERMINATION

20.1 We shall have the right when you breach any term of this Agreement to close your account, cancel the Card facility and demand that you repay us the full amount outstanding on your account and immediately give the Card and the Supplementary Card, if applicable, back to us. We shall give you reasons for the above. Any liability which you or the holder of the Supplementary Card, if applicable, may have in respect of these terms and conditions of use and any credit granted to you previously will not be affected by the above action.

20.2 The full amount you owe us will immediately become due and payable if –

20.2.1 we close your account; and/or

20.2.2 we cancel your Card facility; and/or

20.2.3 we demand that you give the Card back to us; and/or

20.2.4 you breach any of these terms and conditions of use; and/or

20.2.5 your estate is provisionally or finally placed under curatorship or sequestrated; and/or

20.2.6 you die,

20.2.7 you do or cause to be done anything which, in our reasonable opinion, affects or prejudices your ability to meet your obligation in terms of this Agreement.

20.3 You hereby agree that we may inform any merchant, supplier or other person that we have closed your Card account and/or have cancelled your Card facility, and you will not have any claim against us because we have given this information.

20.4 You may not use the Card after it has expired or, if we cancel the Card before the expiry date, you may not use it after the date on which it was cancelled.

20.5 If you want to terminate your right to use the Card and/or Card facility, you must cut up the Card and send it to us, together with a written notice that you want to terminate your right. The Card and/or your Card facility will then be cancelled on the day we receive your notice and the cut-up Card at our Nedbank Card Division in Johannesburg.

20.6 Any termination of your Card account and/or Card facility and/or the Card will not affect your liability to us in respect of the use of the Card and these terms and conditions of use before that termination or before we receive back the Card, whichever happens last.

20.7 Should you breach any condition contained in this Agreement, or should you breach a condition of any other agreement with us (which breach shall constitute a breach of this Agreement), we shall have the right, to the extent permitted by the Act, to claim repayment of all amounts owing to or claimable by us in terms of this Agreement, together with interest thereon.

20.8 All amounts owing to or claimable by us from you in terms of this Agreement will, at our option and to the extent permitted by the Act, become immediately due and payable without notice, in the event that you fail to pay on demand any sum or sums of money owing to or claimable by us in respect of the financial facility granted to you or any other indebtedness of yours, from whatever cause arising. Any failure by you to effect payment as aforesaid shall constitute a breach of this Agreement.

20.9 In the event that this Agreement is subject to the Act, nothing contained in this clause 19 shall be construed as entitling us to recover the amounts so claimed from you without complying with the requirements of clause 21.

21 APPLICATION FOR DEBT REVIEW

21.1 Without detracting from or in any manner limiting our rights in the event of default, your attention is directed to section 86 of the Act, which entitles you, in certain circumstances, to apply to a debt counsellor in the prescribed manner and form to have you declared over-indebted.

21.2 An application in terms of section 86 of the Act may not be made in respect of, and does not apply to, this Agreement if at the time such application is made we have, under this Agreement, proceeded to take the steps contemplated in clause 19 to enforce this Agreement.

21.3 A debt counsellor who has accepted an application in terms of section 86 must determine in the prescribed manner and within the prescribed time whether you appear to be over-indebted, and if you seek a declaration of reckless credit, whether any of your credit agreements appear to be reckless.

21.4 Depending on the findings of the debt counsellor, the application may be rejected, or it may be recommended that you and the respective credit providers voluntarily consider and agree on a plan of debt re-arrangement or, if the debt counsellor concludes that you are over-indebted, a proposal may be issued recommending that the Magistrate's Court makes an order with regard to the question of reckless credit and any plan of debt re-arrangement, as contemplated in section 86(7) of the Act.

21.5 If a recommendation by a debt counsellor is accepted by you and each credit provider, such order must be recorded in the form of an order and, if it is consented to you and each credit provider concerned, filed as a consent order by the debt counsellor in terms of section 138 of the Act.

21.6 If a debt counsellor rejects an application contemplated in section 86(7)(a) of the Act, you, with the leave of the Magistrate's Court, may apply directly to the Magistrate's Court, in the prescribed manner and form, for an order contemplated in section 86(7)(c).

21.7 If you are in default under this Agreement and this Agreement is being reviewed in terms of section 86 of the Act, we may give notice to terminate the review in the prescribed manner to you, the debt counsellor and to the National Credit Regulator contemplated in the Act. Such notice may be given at any time at least 60 (sixty) business days after the date on which you have applied for the debt review.

21.8 If we give notice to terminate a review as contemplated in clause 20.7 and proceeds to enforce this Agreement in terms of clause 19, the Magistrate's Court hearing the matter may order that the debt review resume on any conditions the court considers to be just in the circumstances.

22 REQUIRED PROCEDURE BEFORE DEBT ENFORCEMENT

22.1 If you are in default under this Agreement, we may –

22.1.1 draw your attention to the default in writing and propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under this Agreement or develop and agree on a plan to bring the payments under this Agreement up to date, and we may not commence any legal proceedings to enforce this Agreement before such notice has been given; or

22.1.2 in circumstances where this Agreement is being reviewed in terms of section 86 of the Act, give notice to terminate the review in the prescribed manner to you, the debt counsellor and the National Credit Regulator at any time at least 60 (sixty) days after the date on which you applied for the debt review;

provided that the requirements set out in this sub-clause will not apply in circumstances where this Agreement is subject to a debt restructuring order, or to proceedings in a court that could result in such an order.

22.2 We may approach the court for an order enforcing this Agreement only if, at that time, you are in default and have been in default under this Agreement for at least 20 (twenty) business days and –

22.2.1 at least 10 (ten) business days have elapsed since we delivered a notice to you as contemplated in clause 21.1.1;

22.2.2 in the case of a notice contemplated in clause 21.1.1, you have –

22.2.2.1 not responded to that notice; or

22.2.2.2 responded to the notice by rejecting our proposal.

22.3 Despite any provision of law or contract to the contrary, in any proceedings commenced in a court in respect of this Agreement, the court may determine the matter only if the court is satisfied that –

22.3.1 the procedures contemplated in clauses 21.1.1and 21.1.2 have been complied with;

22.3.2 there is no matter arising under this Agreement, and pending before the National Consumer Tribunal established by section 26 of the Act, that could result in an order affecting the issues to be determined by the court; and

22.3.3 If we have not approached the court –

22.3.3.1 during the time that the matter was before a debt counsellor, alternative dispute resolution agent, consumer court or the ombud with jurisdiction;

22.3.3.2 despite you having –

22.3.3.2.1 agreed to a proposal made in terms of section 129(1)(a) of the Act and acted in good faith in fulfilment of that agreement;

22.3.3.2.2 complied with an agreed plan as contemplated in section 129(1)(a) of the Act; or

22.3.3.2.3 brought the payments under this Agreement up to date, as contemplated in section 129(1)(a) of the Act.

22.4 In any proceedings contemplated in section 130 of the Act, if the court determines that –

22.4.1 this Agreement was reckless as described in section 80 of the Act, the court must make an order contemplated in section 83 of the Act;

22.4.2 we have not complied with the relevant provisions of the Act, as contemplated in section 130(3)(a) of the Act, or has approached the court in circumstances contemplated in section 130(3)(c) of the Act, the court must –

22.4.2.1 adjourn the matter before it; and

22.4.2.2 make an appropriate order setting out the steps we must complete before the matter may be resumed;

22.4.3 this Agreement is subject to a pending debt review in terms of Part D of Chapter 4 of the Act, the court may –

22.4.3.1 adjourn the matter, pending a final determination of the debt review proceedings;

22.4.3.2 order the debt counsellor to report directly to the court, and thereafter make an order contemplated in section 85(b) of the Act; or

22.4.3.3 if this Agreement is the only credit agreement to which you are a party, order the debt counsellor to discontinue the debt review proceedings, and make an order contemplated in section 85(b) of the Act;

22.4.4 there is a matter pending before the Tribunal referred to in clause 21.3.2, as contemplated in section 130(3)(b) of the Act, the court may –

22.4.4.1 adjourn the matter before it, pending a determination of the proceedings before the said Tribunal; or
22.4.4.2 order the said Tribunal to adjourn the proceedings before it, and refer the matter to the court for determination; or
22.4.5 this Agreement is either suspended or subject to a debt re-arrangement order or agreement, and you have complied with that order or agreement, the court must dismiss the matter.
22.5 The provisions of this clause will only apply to this Agreement to the extent that this Agreement is subject to the Act.

23 GENERAL

23.1 This Agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect, unless reduced to writing. To the extent that there is any conflict between the provisions of this Agreement and any provision of the Security, the provisions of this Agreement will prevail and apply.
23.2 The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
23.3 No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
23.4 You are not entitled to cede any right in terms of this agreement or any part thereof. If we have agreed to lend to you moneys on condition that repayment is made from the Card facility, then upon execution of the Security, or on the date upon which the Card facility will be advanced, so much of the Card facility as is required to repay the moneys lent to you, will be set off against the Card facility. To the extent that such payment to us are, for whatever reason, not made, we shall be entitled to withdraw from the Agreement whether or not any Security has been provided by you, in which event you will have no claim of whatsoever nature against us.
23.5 We have the right at any time and from time to time, without your consent, to cede, assign and transfer all or any of our rights, title and interest in and to this Agreement and/or the Security, as well as any other security of whatsoever nature held by us in respect of your indebtedness in your terms of this Agreement, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this Agreement and/or the Security or other security, *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation aforementioned constitutes or results in a splitting of claims that requires your consent, you hereby consent thereto.
23.6 In the event that you comprise more than one person, whether natural or otherwise, all such persons will be liable to Nedbank jointly severally and in solidum for your performance of your obligation in terms of this Agreement.
23.7 You shall, on request, furnish us with such information and/or documents as we from time to time require in respect of your spouse, including any person having an interest whether direct or indirect to you, in the event that you are not a natural person, and any surety, guarantor or other person who has provided security in respect of your indebtedness.
23.8 In the event of you being a juristic person and any change in the directorship and/or shareholding or where applicable, membership, of such juristic person taking place, all amounts owing to us in terms of this Agreement, together with interest thereon, shall immediately become due and payable unless our prior written consent is obtained. Should such change in the directorship or membership as the case may be, of such juristic person take place in terms of the provisions hereof, all such new or additional directors or members, as the case may be, shall enter into a deed of suretyship upon such terms and conditions as we require to bind themselves to and in favour of us, in solidum and as co-principal debtors for the due repayment by you to us of all amounts owing to us whether in terms of this Agreement or otherwise howsoever.
23.9 Every provision (including this provision) of these terms and conditions is deemed to be separate and severable, and should any provision be found to be defective or unenforceable for any reason, that provision will be severable from the remaining provisions and the validity of the remaining provisions will continue to be of full force and effect.
23.10 In the event that the client receives this Agreement in any language other than English/Afrikaans and in the event of any conflict between those versions, the English/Afrikaans version will prevail.

PAYMENT PROTECTION PLAN AND CONSENT

THE POLICY (not applicable to charge Cards)

Nedbank Payment Protection Plan, a credit life insurance policy underwritten by Nedlife which pays to us the amount owing by you on your account in the event of your death.

You hereby apply for the aforesaid credit life insurance with Nedlife in the amount stated in the application form and hereby declare that you:

1 have been notified of your entitlement to freedom of choice in terms of section 44(1) of the Long-Term Insurance Act, 52 of 1998, and section 106(4)(a) and (b) of the National Credit Act, 34 of 2005, to substitute a policy of your own choice for the aforesaid policy. You declare that you have exercised that choice without any coercion or inducement;
2 have not waived the insurance policy proposed by us;
3 have been informed by us in the form and manner prescribed by the Act, of the cost to you of such insurance as well as the amount of any fee, commission, remuneration or benefit receivable by us in relation to such insurance;
4 have been or will be provided with a copy of the insurance policy arranged by us on your behalf;
5 have had the terms and conditions of the said policy explained to you.
6 are currently gainfully employed, in good health and not aware of any decisions reached or proceedings instituted that may lead to the termination of my employment;
7 agree and understand that the full terms and conditions of the policy are contained in the master policy document and that a summary of the master policy will be supplied to you by Nedlife, which full master policy is available on request;
8 authorise Nedbank to debit your account with the monthly premium as mentioned below;
9 authorise Nedlife to obtain from any person, doctor or institution any information, which Nedlife deems necessary to facilitate the consideration of any claim for any benefits, and you hereby authorise any such person, doctor or institution to provide such information;
10 cede, transfer, assign and make over to Nedbank all your right, title and interest in and to the policy as collateral security for the amounts which you owe to Nedbank.

THE PREMIUM AND COMMISSION CONTENT

1 The costs of the insurance for which you are liable are based on a rate of R7,90 per R1 000,00 of the highest outstanding balance during that month. The premium is variable as it is determined on the highest outstanding balance during the statement month.
2 The commission payable in relation to insurance policy equals 22,5% of the premium calculation referred to above.
3 The premium payable is R7,90 per R1 000,00 of the highest outstanding balance during the statement month.

[version 14Apr09]