

## Terms and Conditions

### 1. Definitions

In this agreement, the following words will have the following meanings, unless the context clearly indicates another meaning:

- 1.1. "Account" means the account created by us in respect of the loan that you obtained from us whereby we record all transactions processed against your loan;
- 1.2. "Act" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time;
- 1.3. "Agreement" means this contract document incorporating these terms and conditions, as well as the quotation and the application form completed by you; and any changes thereto;
- 1.4. "Consumer Protection Act" means the Consumer Protection Act, No. 68 of 2008, together with its regulations, as amended from time to time;
- 1.5. "Debit order" means (at our choice) a standard debit order or an early debit order whereby we instruct your bank to deduct an amount from your bank account and to pay that amount directly over to us on your behalf. **The amount deducted may vary every month depending on your monthly instalment and may include any other amounts that may be due to us, from time to time, but will never exceed what is due and payable;**
- 1.6. "Initiation fee" means a fee charged by us to you in order to create an account for you;
- 1.7. "Major sanctioned country" means any one of the following listed countries: Crimea, Cuba, Iran, North Korea, Sudan and Syria. This list may change from time to time;
- 1.8. "Personal information" means any information that we receive about you, including but not limited to your name, identity number, contact information, employment and financial information;
- 1.9. "Quotation" means the quotation & Pre-Agreement provided to you by us or our agent and setting out the vehicle details and loan amount;
- 1.10. "Reference rate" means the rate used by us to determine the interest charged by us to you for use of the credit facility;
- 1.11. "Vehicle" means the motor vehicle described in the quotation;
- 1.12. "You" "your" means the person applying to us for a loan and in the case of joint applicants shall, unless the context states otherwise, refer to both applicants jointly and severally.

### 2. Our contact details

- 2.1. RCS Auto is a division of RCS Cards Proprietary Limited (Registration Number: 2000/017891/07), a registered credit provider and authorised financial services provider, of Golf Park 6, Golf Park, Raapenberg Road, Mowbray 7700 (hereinafter referred to as "us", "we", "our").
- 2.2. Our contact details are:
  - 2.2.1. Telephone: 0861 555 996
  - 2.2.2. E-mail: [Autocs@rcsgroup.co.za](mailto:Autocs@rcsgroup.co.za)
  - 2.2.3. Postal address: P.O. Box 111, Goodwood, 7459
  - 2.2.4. Website address: [www.rcs.co.za](http://www.rcs.co.za)

### 3. Application

- 3.1. **By completing and submitting an application form, you:**
  - 3.1.1. **are applying to us for a loan in order to finance a vehicle that you wish to purchase from a third party seller. This agreement contains the terms and conditions upon which we are willing to provide such finance to you; and**
  - 3.1.2. **confirm that you have read and understand this agreement, its meaning and consequences; and**
  - 3.1.3. **confirm that you are the person whose details you have given to us as the applicant in the application form.**
- 3.2. All information that you provide us with must be truthful, complete, accurate and correct. **We will use the information that you provided us with to contact you. If this information changes, you must immediately notify us hereof. If you fail to do so, we cannot be held responsible if you do not receive communication from us.** If your application is not complete or if you don't provide us with any required

documentation, we may contact you to obtain the required information or documentation; or we may approve or reject your application.

- 3.3. At the time of you applying to us for a loan or, should your application be successful, at any time during the existence of this agreement, you must immediately notify us if:
  - 3.3.1. you have a direct or indirect link(s) to a major sanctioned country (for example, you currently reside in Cuba or you conduct business in Iran or you have an investment in Sudan); or
  - 3.3.2. you are or become a citizen, resident or national of the United States of America; or
  - 3.3.3. you relocate to any place outside of the Republic of South Africa.
- 3.4. **Should any of the events in clause 3.3.1 to 3.3.3 apply to you, we have the right to not enter into this agreement with you, or if your application was already approved at the time that we come to learn of such events, we have the right to immediately terminate this agreement on notice to you. Our rights in terms of this clause shall apply irrespective of whether you notified us in terms of clause 3.3 above or whether we established independently that the clause(s) applies to you.**
- 3.5. Should the major sanctioned country list be updated by us, your obligations in terms of clause 3.3.1 above and our rights in terms of clause 3.4 will apply to such updated list.
- 3.6. Your application for a loan is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. We are, however, not obliged to grant your application.
- 3.7. **You consent to us obtaining any information or documentation directly from your employer, bank, credit bureau or any other source for the purposes of assessing your application.**
- 3.8. If your application is successful, we will provide you with a pre-agreement, as well as a copy of these terms and conditions. The pre-agreement will set out the loan amount, your interest rate and it will show you how much interest and fees you will pay.
- 3.9. Subject to the provisions of the Act, we may from time to time change the terms of this agreement. If we do, we will notify you hereof and upload the new terms onto our website. **If you do not agree with the new terms, you must immediately let us know so that we may close your account (you will remain liable for the outstanding balance on your account). Any other changes made to this agreement must either be recorded by us telephonically and thereafter confirmed by us in writing or must be agreed to in writing in order to be valid and binding.** If we change the terms of this agreement, it does not mean that a new agreement will automatically come into place.

#### 4. Delivery and risk

- 4.1. You acknowledge that you have selected a vehicle of your choice. You must collect the vehicle from our agents on a date and at a time as agreed with you. On this day, you will have an opportunity to inspect the vehicle to make sure that it is not defective. **If it is defective, you must not take delivery of the vehicle and must inform our agent immediately so that we can terminate this agreement.**
- 4.2. If you choose to take delivery of the vehicle, you must sign a delivery receipt. By doing so, you acknowledge that the vehicle is not defective and that you are satisfied with the vehicle. Once this has been done, we will disburse the loan amount on your behalf.
- 4.3. You acknowledge and agree that we are only facilitating the sale of the vehicle by arranging finance on your behalf. Therefore, if after taking delivery of the vehicle, you have a dispute relating to the vehicle with the seller or any third party, you must resolve such dispute directly with such party. **You cannot withhold payment on your account as a result of such a dispute.**
- 4.4. **All risk in and to the vehicle will pass to you when you take delivery of the vehicle and will remain with you for the duration of this agreement.**

#### 5. Ownership

- 5.1 **By taking delivery of the vehicle, you will receive possession of the vehicle and the risk in and to the vehicle will pass to you, however, we will remain the owner of the vehicle until you have paid all of the amounts due under this agreement. In terms of applicable legislation, we will register the vehicle in our name as "titleholder".**
- 5.2 You must ensure that the vehicle is not legally attached by the sheriff of the court or that it becomes the subject-matter or any legal claim by any person. If this does happen, you must inform the sheriff or such person of our ownership and obtain a letter releasing the vehicle from such attachment or legal claim.

## 6. Use of the Vehicle

- 6.1. You must make sure that the vehicle is used with reasonable skill and care. You must maintain and service the vehicle at your cost in accordance with the manufacturer's specifications. The vehicle may only be used for private purposes and may not be used for commercial purposes.
- 6.2. You must not modify the vehicle without our prior written consent and you cannot sell, rent, pledge or transfer the vehicle to another person or abandon the vehicle for the duration of this agreement.
- 6.3. You must at your cost comply with any law relating to possession and use of the vehicle.
- 6.4. **You indemnify us against any claims arising from the use and/or possession of the vehicle.**

## 7. Insurance

- 7.1. **For the duration of this agreement, and at your own cost you, must keep the vehicle comprehensively insured for an amount not less than what you owe us from time to time. Such insurance must be arranged through a registered insurer of your choice and you must make sure that our rights and interest in the vehicle is noted against such insurance policy and that we are recorded as the first loss payee under such policy.**
- 7.2. You must be able to provide us with proof of insurance before or at the time of taking delivery of the vehicle. For the duration of this agreement, we may from time to time require that you produce on demand written proof of such insurance
- 7.3. **If your policy becomes invalid or if it is cancelled or if you cannot provide us from proof of insurance, you are in material breach of this agreement and we will be entitled, but not obliged, to insure the vehicle and recover the premiums from you either in cash or by adding it to your outstanding balance.**
- 7.4. If the vehicle is lost, stolen, destroyed or damaged beyond economic repair, you must immediately let us know in writing and immediately lodge an insurance claim with the insurer of the vehicle and comply with any directions by such insurer relating to such claim.

## 8. Location of the vehicle

- 8.1. The main applicant will be listed as the primary possessor and driver of the vehicle. His/her details will be used by us to record the location of the vehicle. You must within 10 business days inform us in writing of any changes to:
  - 8.1.1. your residential or business address; and/or
  - 8.1.2. the address where the vehicle is ordinarily kept, and/or
  - 8.1.3. the name and address of the person who ordinarily has possession or is the driver of the vehicle.
- 8.2. **You are not permitted to take the vehicle outside of the Republic of South Africa without first obtaining our prior written consent to do so.** If we provide you with such consent, we may do so with certain conditions; in which event, you must comply with such conditions.
- 8.3. We may inspect the vehicle at any reasonable time at the place where it is ordinarily kept.

## 9. Interest, fees and charges

- 9.1. Subject to the provisions of the Act, we will determine the amount of any interest, fees and other costs that will be charged to your account. These amounts will be shown on your statement of account.
- 9.2. The rate of interest that we charge to your account will be reflected on your quotation, but will never be more than the maximum annual interest rate permitted by the Act from time to time.
- 9.3. If you selected a variable interest rate, the interest rate will be linked to the reference rate and changes to that rate will result in changes to the interest rate charged on your account. You will be informed of any changes to the interest rate within 30 days after such change. If you selected a fixed interest rate, your interest rate will remain the same for the duration of the agreement
- 9.4. Interest will be calculated on a daily basis and added to your principal debt (in other words, compounded) on a monthly basis.
- 9.5. If you are in arrears, additional interest will be charged on overdue amounts at the same rate as the interest rate applicable in terms of this agreement. You agree that we may collect this arrear interest with your next debit order.
- 9.6. We will periodically charge you a service fee. This will apply for as long as your account is open. The amount and frequency of the service fee will be set out in your pre-agreement, however, we may change this amount on notice to you. We will, however, never exceed the maximum cap as set out in the Act.

- 9.7. We may charge you a once-off initiation fee. The amount of the initiation fee will be set out in the quotation. You may choose to pay the whole initiation fee with your first account payment. If you choose this option, you must let us know at the time of applying to us for credit, otherwise we will add this fee to your account as part of the principal debt so that you may pay it off in instalments.
- 9.8. You must pay license and registration fees, as well as any fines due to the local authority.
- 9.9. We may charge you a courier fee for delivering the vehicle registration documents to you at the end of the loan term.

## 10. Statement

- 10.1. We will periodically send you an electronic statement of account, which will show:
- 10.1.1. all transactions relating to your account;
  - 10.1.2. the interest and other charges debited to your account;
  - 10.1.3. payments made, as well as the balance outstanding;
  - 10.1.4. how much you are in arrears by, if any;
  - 10.1.5. the minimum amount payable; and
  - 10.1.6. the due date on or by which you must pay the outstanding balance.
- 10.2. **It is your responsibility to check your statement. Unless you notify us within 30 days of the date of your statement that you dispute your liability for any debit appearing on your statement, you will be deemed to be liable therefor. Similarly, you must let us know if any payment made or credit received by you is not reflected on your statement.**
- 10.3. The frequency of statements will be at our discretion, provided that no more than 3 months shall pass between delivery of successive statements of account. If there has been no activity on your account in a particular statement month, we may elect to not send you any statement in respect of such a statement month.
- 10.4. If you have provided us with an e-mail address, we will send you statements via e-mail. Alternatively, we may send you statements via SMS or MMS, using the cellphone number that of the main applicant as provided in your application form.
- 10.5. Non-receipt of statements do not free you from your obligation to pay us. You may obtain your account information from us telephonically or through the self-service portal.

## 11. Payment

- 11.1. You must pay at least the minimum amount payable as indicated on your statement by the due date, which amount is made up of the sum of:
- 11.1.1. the instalment;
  - 11.1.2. any arrears; and
  - 11.1.3. fees and charges.
- 11.2. All payments must be made in South African Rand.
- 11.3. **You must pay your account through a debit order. 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. 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.**
- 11.4. We will deem all payments made by you to be paid on the date that we receive such payment and the payments shall be allocated in the following order:
- 11.4.1. payment of due or unpaid interest, and thereafter
  - 11.4.2. payment of due or unpaid fees and charges, and finally
  - 11.4.3. payment of the principal debt, it being agreed that your oldest debt will be paid first.
- 11.5. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the business day before your usual payment date.
- 11.6. 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.

- 11.7. You may prepay any amount owed to us at any time, however, making a prepayment will reduce your outstanding balance and not entitle you to skip a payment.
- 11.8. If 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. If your debit order is still unpaid by your bank, you must make the minimum payment 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..
- 11.9. **If your debit order authorisation lapses due to there being no funds available in your bank account, you must contact us to provide us with a new debit order authorisation.**
- 11.10. In the event that you wish to settle your account, we may levy an early termination charge in terms of the Act.
- 11.11. You must immediately let us know if during the term of this agreement:
  - 11.11.1. You apply for sequestration or to be placed under administration;
  - 11.11.2. You are placed under curatorship so that you are no longer able to manage your own financial affairs; or
  - 11.11.3. You apply for debt review.

## 12. Arrear accounts & debt enforcement

- 12.1. **If your account goes into arrears:**
  - 12.1.1. **you will be charged default administration costs and any other costs and fees relating to debt collection activities;**
  - 12.1.2. **default information will be submitted to the credit bureaus, which may affect your ability to obtain further credit;**
  - 12.1.3. **your account may be handed over to debt collection agencies for the recovery of the arrear amount, the costs of which you will be responsible for.**
- 12.2. If your account has been in arrears for a period as determined by us from time to time, during which period you failed to make any payments on your account, your account will automatically be classified as “written off” and will be closed on notice to you. If this happens, we may choose to also terminate this agreement.
- 12.3. **If we have to institute legal action against you in court, you will be liable for all costs incurred, including but not limited to legal costs on the scale “attorney and own client” (which means the costs incurred by us for the attorney’s professional services, plus any expenses and costs incurred by such attorney in trying to recover the arrears plus costs from you), as well as collection charges, tracing fees and taxes hereon.**
- 12.4. We may approach a court to take judgment against you for the debt owed by you to us in terms of this agreement. If we do, a certificate signed by any one of our managers (whose appointment and authority need not be proved) stating the amount that you owe us and the applicable interest rate, shall be accepted as sufficient proof of your indebtedness and shall be deemed correct unless you are able to prove otherwise.
- 12.5. The address that you gave us when completing the application is the address that you choose where legal documents may be served on you. If we are able to serve documents on you electronically, the e-mail address and/or cellphone number that we have on record for you will be used. If you wish to change your physical address, e-mail address and/or cellphone number, you must give us notice hereof and any such change will take effect 7 business days after we receive such notice.
- 12.6. **If you have a query or complaint, contact our customer services department for a resolution. If you are not satisfied with the outcome of your query or complaint, you have the right to resolve the matter by way of alternative dispute resolution or you can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make application to the National Credit Tribunal.**

## 13. Termination & settlement

- 13.1. If one or more of the following happens:
  - 13.1.1. you don’t pay any amount that is due to us on or before the due date;
  - 13.1.2. you fail to comply with any term or condition of this agreement, our self-service portal terms or our website terms of use;
  - 13.1.3. your estate is sequestrated;
  - 13.1.4. you pass away;
  - 13.1.5. the vehicle is lost, stolen, destroyed or damaged beyond economic repair and your insurance claim is rejected;

- 13.1.6. you make any untrue, misleading or incorrect statement or representation to us;
- 13.1.7. you fail to disclose information regarding this agreement or during your application;
- 13.1.8. you breach any local or international laws or regulations relating to trade sanctions or financial intelligence and securities;
- 13.1.9. we use our right to terminate in terms of this agreement or in law;
- 13.1.10. you do anything that may prejudice our rights;

then, all amounts owing by you will become due and payable immediately and we may immediately terminate this agreement, without prejudice to any other right in law that we may have against you (or your estate).

- 13.2. **If we terminate this agreement and there is an outstanding balance on your account, all amounts owing by you will immediately become due and payable by you (unless we make other arrangements with you).**
- 13.3. **If you did not conclude this agreement at our registered business premises, you may terminate this agreement within 5 business days after you concluded it, by delivering to us (by hand, e-mail or registered post) a written notice of termination and returning the vehicle to us or our agent. In terms of the Act, we may claim a reasonable fee for use of the vehicle.**
- 13.4. **You may terminate this agreement at any time by contacting us and informing us hereof. We will provide you with a settlement amount that you must pay us and after receipt and processing of such payment, we will close your account.**

#### 14. Voluntary surrender

- 14.1. **You may at any time during the term of this agreement give us written notice to voluntarily surrender the vehicle by delivering it to us and terminating this agreement in accordance with the Act.**
- 14.2. Once we are in possession of the vehicle and your written notice of termination, we will as soon as possible value the vehicle and let you know what its estimated value is. If you fail to let us know in writing within 10 business days of receipt of this written estimation that you no longer wish to terminate the agreement (and request the return of the vehicle, at your own cost), we will proceed to sell the vehicle.
- 14.3. The proceeds of the sale, after deduction of the expenses reasonably incurred by the sale, will be used to settle your account. The balance, if any, will be paid to you; however, if another credit provider has registered a credit agreement with you in respect of the vehicle, we will pay the balance to the National Consumer Tribunal, as directed in the Act.
- 14.4. If the proceeds of the sale was less than the settlement value immediately before the sale, you will be liable for the remaining settlement value, which must be paid within 10 business days after receiving a written demand herefor from us.

#### 15. Personal information

- 15.1. We will keep your personal information for as long as we need to or have to by law. We will not disclose your personal information to anyone unless we are acting in terms of this agreement or we need to do so in order to comply with this agreement. We will also disclose your personal information where we are obliged to by law, in terms of a court order; or where we have your consent.
- 15.2. **You agree and consent that we may process, record and/or disclose your personal information, including details of any transactions on your account, to:**
  - 15.2.1. **assess any application that you make with us for credit or other financial services (we will sometimes use a standard credit-scoring or other automated decision-making system to do this);**
  - 15.2.2. **manage your loan (and policies, if any), and make decisions on questions about any application, agreement or correspondence which you may have with us;**
  - 15.2.3. **search credit bureaus, credit reference, fraud prevention agencies' records or any other third party's records so that we can manage your account and make decisions about credit, including whether to make credit available, to continue making credit available to you or extend further credit to you;**
  - 15.2.4. **carry out, monitor and analyse our business;**
  - 15.2.5. **contact you by post, by phone, by e-mail, by SMS or other electronic means or in any other way about other products and services which we consider may interest you, unless you tell us that you would prefer not to receive such offers;**

- 15.2.6. any person or company working for or with us, any company within our group of companies or associated companies;
- 15.2.7. any insurer, if we arrange insurance on your behalf;
- 15.2.8. any organisation which underwrites or supports any of our products which you hold;
- 15.2.9. any of our retail partners or any company within its group of companies;
- 15.2.10. any guarantor of your obligations under this agreement;
- 15.2.11. any payment system under or through which your account is paid;
- 15.2.12. any person to whom we transfer any of our rights or obligation under this agreement;
- 15.2.13. any person or company (including any direct marketing agencies) with whom we interact in order to supply to you, or provide to you or market to you any product or service that we believe you may be interested in, unless you tell us that you would prefer not to receive such marketing;
- 15.2.14. any third party who processes your personal information on our behalf (including third parties who are located and run their business outside of the Republic of South Africa);
- 15.2.15. any third party debt collection agency or attorney appointed to collect any monies you owe us; and
- 15.2.16. anyone you authorise us to give your personal information to.

- 15.3. To the extent lawful, we may transfer, license or otherwise authorise the use of any of your personal information.
- 15.4. In the event that we hand your loan account over to a debt collection agency or an attorney for collection or legal action, you agree and consent to us releasing some personal information about you to such third party.
- 15.5. We may also monitor and record all telephone calls and other interactions with you.

## 16. Bureaus

- 16.1. **You consent to and agree that we may at any time (even if you are no longer have your account with us, as permitted by law):**
  - 16.1.1. make enquiries to obtain or confirm any information about you;
  - 16.1.2. submit to any credit or other bureau (or a third party) any information about you or provided to us by you in your application or about the application, transacting, opening and closing of this agreement and account;
  - 16.1.3. seek, verify and receive information from any credit bureau or third party (with whom you have financial relations at any time) when assessing your application or your creditworthiness, and also at any time during the existence of your account;
  - 16.1.4. provide, disclose and register the existence of this agreement and any personal information, and details relating thereto, to any credit bureau or third party (with whom you have financial relations at any time) sharing positive and negative information about you or your credit account, including any non-compliance with this agreement.
- 16.2. You acknowledge and understand that a credit bureau will provide us with credit profile information and possibly a credit score reflecting your creditworthiness.
- 16.3. Subject to the provisions of the Act, we will be entitled to obtain and disclose your information:
  - 16.3.1. within our group of companies or associated companies;
  - 16.3.2. if we think it is necessary or may be of benefit to you;
  - 16.3.3. where we are legally compelled to do so;
  - 16.3.4. where it is in the public interest to disclose; or
  - 16.3.5. where our interests require disclosure.
- 16.4. The bureaus may record details of our searches about you. We will also release information to them about any account that you hold with us, including information about any payments you have missed. Information held by them may be linked to other people with whom you have a financial association. If you give us false or inaccurate information and we suspect fraud, we will inform them thereof.
- 16.5. **You have the right to challenge information reflected at the credit bureau. You have the right to contact the credit bureau, have your credit record disclosed to you and to have inaccurate information corrected.**
- 16.6. **The credit bureaus used by us can be contacted at: *Transunion Credit Bureau*, Wanderers Office Park, 52 Corlett Drive; Illovo, Tel: 011 214 6000; *Experian*, Experian House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, Tel: 011 799 3400; *Compuscan*, Compuscan House, 3 Neutron Ave,**

Techno Park, Stellenbosch, Tel: 021 888 6000; XDS, 11-13 St. Andrews Street, Oakhurst Building, Parktown, Johannesburg, Tel: 011 645 9100.

16.7. **We cannot be held responsible for any loss that you may suffer or damage that you may incur caused by any credit bureaus or agency.**

#### 17. Monitoring

17.1. From time to time we may monitor your account, your information as well as our interactions with you, in order to comply with our obligations in terms of local and international anti-money laundering, countering terrorist financing and financial sanctions laws, regulations and policies ("financial security and sanctions laws").

17.2. **Subject to applicable law, we reserve the right to prohibit or delay any transaction or decline any instruction in order for us to comply with financial security and sanctions laws. In such circumstances, we may also terminate this agreement on written notice to you.**

17.3. **Should you incur any damage or loss as a result of or in connection with any steps that we may take in order to comply with these laws, regulations or policies, you cannot claim such damages or loss from us or any of our affiliates; and you indemnify us and our affiliates accordingly.**

#### 18. General

18.1. **When you use our website or any of our other electronic channels, you do so entirely at your own risk. We cannot be held liable for any damage or loss sustained by you, or a third party, arising out of your access or use of our electronic channels, or reliance on any information contained thereon. You indemnify us accordingly. We do not warrant that the functions provided by these channels will be uninterrupted or error free, or that the website or the server that makes it available are free from viruses or other harmful components. We further do not warrant that the content or information displayed is always accurate, complete and/or current. The provisions of this clause applies together with our website terms of use and our self-service portal terms.**

18.2. Should you wish to receive copies of documents relating to your account, you must advise us of the manner in which you want these to be delivered to you (provided we have the ability to effect the delivery you choose). In certain instances, we are entitled to charge a fee for such copies.

18.3. We may sell, cede, assign or transfer any of our rights or obligations under this agreement or arrange for any other person to carry out any of our rights or obligations under this agreement without your consent and without notice to you.

18.4. **We will not be liable for anything outside of our reasonable control (for example, a failure of computer systems, or power failures which happen for reasons outside our reasonable control) or any industrial action, or political unrest, war, if this prevents us from providing our usual service.**

18.5. **We will not be held liable for any loss or damage sustained by you or a third party regarding either the application for credit or regarding this agreement.**

18.6. We can delay enforcing our rights under this agreement without losing them.

18.7. If we cannot enforce any term under this agreement, it will not affect any of the other terms of this agreement.

18.8. Except for correcting errors confirmed as such from objective evidence or which are self-evident errors (including spelling, punctuation, reference, grammar or similar defects), these terms and conditions shall be binding on the Parties.

18.9. Each and every undertaking and clause as contained herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this agreement should it adjudge any particular undertaking or portion or clause thereof to be invalid.

18.10. The agreement, and, where applicable, our self-service portal terms and conditions and website terms of use, forms the whole agreement between you and us regarding your credit agreement and account, which are governed by and interpreted in accordance with the laws of the republic of South Africa.