

## SMALL AGREEMENT IN TERMS OF SECTION 93(2) OF THE ACT

CREDIT AGREEMENT ENTERED INTO BETWEEN THE CREDIT PROVIDER AND THE CONSUMER ("this Agreement")

- 1. Pre-agreement statement and quotation:** The pre-agreement statement and quotation on the first page ("the Quote") must be read as part of this Agreement. The Quote is binding for 5 (five) days. All terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Quote.
- 2. Duration of this Agreement:** This Agreement comes into force on the date of signature hereof and remains in force until the Consumer has paid all money due to the Credit Provider in terms of this Agreement.
- 3. Payment details:** The payment details, including the frequency and number of payments and dates of first and last payments, are set out in the Quote.
- 4. Initiation Fee:**
  - 4.1 The Consumer acknowledges that the Consumer has the option of paying the Initiation Fee reflected in the Quote upfront and that the Quote and this Agreement signed by the Consumer will reflect a choice to do so or not.
  - 4.2 In the event that the Consumer does not elect to pay the Initiation Fee upfront, the Consumer instructs the Credit Provider to capitalise any such Initiation Fee by including it in the Principal Debt.

The Consumer elects to	The Consumer elects to
Pay the Initiation Fee upfront	Capitalise the Initiation Fee and pay it monthly

#### 5. Statements:

- 5.1 The Credit Provider shall provide a statement of account to the Consumer on or before the last day of every month for the duration of this Agreement, according to any of the following methods preferred by the Consumer.

Preferred method of delivery/collection	Contact details of preferred method of delivery
Consumer collects statement at business premises of Credit Provider	N/A
Credit Provider sends statement via SMS	Cellphone number on Quote
Credit Provider sends statement via post	Physical address on Quote
Credit Provider sends statement via post	Postal address on Quote
Credit Provider sends statement via email	Email address on Quote

- 5.2 The Consumer may at any time contact the Credit Provider at 0801 11 18 80 to request a statement.

- 6. Early settlement:** The Consumer is entitled to settle this Agreement at any time without advance notice to the Credit Provider by paying the unpaid balance of the Debt at that time and all outstanding service fees and charges payable by the Consumer up to the settlement date.
- 7. Consumer's right to terminate this Agreement:** The Consumer may terminate this Agreement at any time by paying the settlement amount due to the Credit Provider in accordance with clause 0.
- 8. Credit Provider's right to terminate this Agreement:** If the Consumer is in default under this Agreement, the Credit Provider may take the steps set out in Part C of Chapter 6 of the Act, to enforce and terminate this Agreement.
- 9. Addresses for receiving of documents:** The physical addresses in the Quote are the addresses where the Consumer and the Credit Provider will accept documents, pleadings and legal notices relating to this Agreement. Either party must inform the other, by registered mail or by hand of any change in address.
- 10. Breach:**
  - 10.1 If the Consumer's payments are late or short, the Credit Provider may charge default administration charges and penalty interest at the maximum rates it is entitled to charge in terms of the Act and any other applicable law.
  - 10.2 The Credit Provider may demand payment of the whole amount outstanding at any time if the Consumer breaches any clause of this Agreement or commits an act of insolvency, or makes false representation at any time during the duration of this Agreement, or does anything which may prejudice the rights of the Credit Provider under this Agreement.
  - 10.3 The Credit Provider does not lose any of its rights under this Agreement if it does not immediately and in every instance insist on its rights. The Credit Provider always has the right to require monthly payments on time and in full, without deduction or set-off.
- 11. Consumer warranties**

The Consumer hereby warrants that he/she:

  - 11.1 provided information to the Credit Provider that is accurate, true and correct;
  - 11.2 has read through this Agreement and the Quote, accepted all terms and conditions contained therein and received a copy thereof;
  - 11.3 understands and appreciates his/her risks, costs, rights and obligations under this Agreement;
  - 11.4 will be able to satisfy the repayment obligations under this Agreement;
  - 11.5 has not applied for and no order has been given against him/her for sequestration;
  - 11.6 does not have a pending debt review application or is under debt review or administration; and
  - 11.7 is not in the process of applying to be declared over-indebted or instituting an application for an administration order.
- 12. Complaints:** Complaints may be directed to the Credit Provider at 0801 11 18 80, the National Credit Regulator at 0860 627 627, a consumer court, an alternative dispute resolution agent or an ombud with jurisdiction.
- 13. Cession:** The Credit Provider has the right, without notice to the Consumer or without obtaining consent of the Consumer, to transfer all the Credit Provider's rights and obligations in this Agreement to a third party and the Consumer will then pay the third party instead of the Credit Provider.
- 14. Whole Agreement**
  - 14.1 This Agreement, including the Quote incorporated herein, contains the full and complete Agreement between the Consumer and the Credit Provider and there are no additional terms and conditions not recorded or implied herein, unless otherwise implied by the Act.
  - 14.2 No changes to this Agreement nor any waiver of rights will be of force or effect unless written down and signed by or on behalf of both the Credit Provider and the Consumer.

#### DEBIT ORDER AUTHORISATION

- 1. The Consumer hereby authorises the Credit Provider, its affiliates, holding company and/or subsidiaries or any of its designated agents to draw against his/her account referred to in the Quote (or any other bank to which the Consumer may transfer his/her account) the monthly instalment set out in the Quote until the Principal Debt and all service fees due to the Credit Provider has been repaid in full.**
2. Every withdrawal from the Consumer's bank account by the Credit Provider shall be treated as though it had been signed by the Consumer personally.
3. The Consumer confirms that the account information as provided above, is an account in the Consumer's name and as such the Consumer has the right to give the Credit Provider the authority to debit such account on a monthly basis.
4. The Consumer will be liable for any claims, losses or damages of whatsoever nature arising out of debits made by the Credit Provider to the account as listed in the Quote, should this account have insufficient funds, be incorrect or held in the name of any other person.
5. The Consumer understands that the withdrawals hereby authorised will be processed through electronic means and that details of each withdrawal will be printed on the Consumer's bank statement or on an accompanying voucher.
6. This authority may be cancelled by the Consumer by giving the Credit Provider 14 (fourteen) calendar days' notice in writing, which notice must be actually received by the Credit Provider. The Consumer shall not be entitled to any refund on amounts which the Credit Provider has withdrawn while the authority was in force if such amount was legally owing to the Credit Provider.
7. Receipt of this instruction by the Consumer's bank shall be regarded as an instruction given by the Consumer personally.
8. The Consumer acknowledges that this authority may be ceded or assigned to a third party if the basis for the Consumer's indebtedness recorded herein is also ceded or assigned to that third party.