Terms and Conditions

The entity that is identified in your pre-agreement statement and quotation as being the credit provider is referred to as **"we/us/our"** below. The person who is the holder of the credit facility is referred to as **"you/your"** below.

1. Grant of a credit facility

1.1. Your application for a credit facility is subject to our credit assessment, approval criteria and conditions being satisfied. We have the discretion based on these criteria to decline or approve your application or we may offer you a different facility from the facility you selected on your application.

1.2. We reserve the right to grant or refuse to grant you credit from time to time.

1.3. You agree to accept the credit facility we offer in the quotation. The quotation forms part of this agreement once we have accepted your application and you have signed and accepted the quotation.

1.4. We agree to grant the credit facility to you on the terms and conditions of this agreement.

2. Cost of credit

2.1. The quotation sets out the total cost of the credit facility and it is important for you to note that:

2.1.1. the credit limit reflected in the quotation is the maximum amount made available to you under this credit facility at this time;

2.1.2. each instalment reflects the minimum amount of each instalment required in terms of our agreement with you, on the assumption that you use the total credit facility on the first (1st) day of this agreement;

2.1.3. the total of all instalments is calculated based on the assumption that you will have repaid this credit facility within the Facility Term indicated in the quotation.

2.1.4. you may use your credit facility to make purchases of goods and services subject to the terms and conditions of this agreement.

3. Contact details

3.1. Please take note of the following contact details:

3.1.1. FeverTree Finance Contact centre: 087 2100 336;

3.1.2. National Credit Regulator: 0860 627 627 or 0860 NCR NCR;

3.1.3. National Consumer Tribunal: 012 683 8140;

3.1.4. Banking Ombudsman 0860 800 900 (only if we are a bank); and

Credit bureau(s): ITC Transunion 0861 482 482; XDS 011 645 9100 and Experian 0861 10 56 65.

4. How to interpret this agreement

4.1. In this agreement, the words on the left have the meanings set out on the right unless the context clearly shows that the parties intended a different meaning:

4.1.1. **Agreement** means this document, including the application, pre-agreement statement and quotation, and all written notices we send to you in accordance with the NCA from time to time.

4.1.2. **Application** means your application for the credit facility which preceded this agreement.

4.1.3. **Business day** means any day which is not a Saturday, Sunday or South African public holiday.

4.1.4. **Chargeback** means a transaction that is reversed because you have successfully disputed the transaction.

4.1.5. **Credit facility** means the credit facility we offer to you on the terms and conditions of this agreement.

4.1.6. **Credit limit** means the maximum amount made available to you in terms of this credit facility (being the credit limit specified in the quotation) or any changes to this limit from time to time.

4.1.7. **Credit Provider** means the entity reflected as such on your pre-agreement statement and quotation.

4.1.8. **Deferred amount** at any time means the amount we calculate in terms of clause 9 at that time.

4.1.9. **Initiation fee** means the fee we may charge you when you sign this agreement to cover our costs at the start of this agreement.

4.1.10. **NCA** means the National Credit Act 34 of 2005 and its regulations, as amended or replaced from time to time.

4.1.11. **Principal debt** means the amount of the principal debt (Subject to the Maximum Facility referred to in the quotation).

4.1.12. **Quotation** means the pre-agreement statement, terms sheet or quotation which is included in the application form provided to you from the supplier, included on our mobile/online application and/or sent to you via the email address provided by you.

4.1.13. **Reference rate** means the repurchase rate charged by the SA Reserve Bank, from time to time.

4.1.14. **Service fee or Administration Fee** means the fee we may charge you on a monthly or other regular basis to cover our costs of administering this agreement.

4.1.15. **Supplier** means the person from whom you purchase goods and services using your credit facility.

4.1.16. **VAT** means value-added tax payable under the Value Added Tax Act 89 of 1991.

4.2. Reference to:

4.2.1. one gender includes the other gender;

4.2.2. the singular form of a word includes the plural;

4.2.3. the plural form of a word includes the singular;

4.2.4. a law or regulation is a reference to that law or regulation on the date you sign this agreement;

4.2.5. card or account is used interchangeably with credit facility

4.3. In the event of a conflict between the provisions of the quotation and those of this document, the provisions of the quotation apply.

4.4. This agreement is subject to the NCA and all other applicable legislation from time to time. If any provision of this agreement conflicts with any provisions of the NCA, the provisions of the NCA apply.

4.5. Where we are required to exercise discretion under this agreement, we will exercise our discretion in a reasonable manner.

5. Principal debt

5.1. You understand that:

5.1.1. every purchase of goods and services you have authorised on your credit facility will form part of the aggregate principal debt on which we will charge you interest; and

5.1.2. you must pay all amounts debited to the credit facility in terms of this agreement together with interest and fees thereon to us in the manner set out in this agreement.

6. Use of your credit facility

6.1. When you use your credit facility to purchase goods and services, you must sign a quotation or sales voucher.

6.2. We may debit your credit facility with all transactions presented to us unless it can be proved that you did not authorise the supplier to process the transaction concerned.

7. Interest

7.1. Agreed rate

7.1.1. Your credit facility has a variable interest rate, meaning that the agreed interest rate applicable to the payment plan on your credit facility may vary from time to time directly in accordance with changes in the applicable reference rate (repo rate).

7.1.2. Within 30 business days after any such variation takes effect, we will inform you in writing of the variation. Any notice of variation may be by sms, mail, fax, email, statement or other electronic forms of communication.

7.1.3. Unless the agreed interest rate is reduced in the manner described below, interest will be charged on the principal debt applicable to your credit facility at the maximum rate applicable from time to time in terms of the NCA, or any re-enactment or replacement thereof and disclosed in your statement.

7.1.4. Interest is calculated on a daily basis on the daily closing balance of your credit facility. The daily interest so determined is aggregated for the period between the dates of the previous and current billings and added to the balance owing by you in terms of the credit facility on the date of current billing.

7.2. Reference rate

7.2.1. In respect of transactions on your credit facility, we have selected an interest rate at or below the prescribed maximum interest rate permitted by the NCA for credit facilities as the rate for purposes of determining the agreed interest rate applicable to your credit facility. This rate may change from time to time based on the underlying repurchase rate charged by the SA Reserve Bank (SARB) as well as your specific credit risk.

7.2.2. The NCA currently stipulates the maximum interest rate that may be charged is as follows: the reference rate (meaning the repurchase rate charged by the SARB, from time to time) multiplied by 2.2 per annum plus 10 percentage points.

7.3. Default interest

7.3.1. Interest is calculated on the daily balance owing on your credit facility from time to time. You can minimise the amount of interest charged to your credit facility by making your total payment due (i.e. the monthly instalment plus) in full by the payment date as specified on your statement.

7.3.2. If you do not make such payment by such due date, default penalty interest will be charged in accordance with the NCA and your credit facility will be in arrears and you will therefore be in default of this agreement. The interest rate applicable while you are in default of, or have overdue payments under, this agreement be will the maximum interest rate that is prescribed in the NCA.

7.4. Discounted interest

7.4.1. Interest may be discounted (i.e. reduced) on your credit facility at our discretion. The waiving of interest is solely at our discretion and should you not pay the amount due, or pay a lesser amount than the amount due, to us by the payment due date, we reserve the right to terminate the discounted interest rate and in future to continue charging you interest on your credit facility in accordance with the preceding provision of clause 7 (and not this clause 7.4) despite the credit facility being brought up to date and it being a facility in terms of which interest is ordinarily discounted.

7.4.2. However, should you not pay the amount due, or pay a lesser amount than the amount due, to us by the payment due date, interest will be charged as stipulated in clause 7.3.2.

8. How we calculate the deferred amount

8.1. The deferred amount is the aggregate amounts that you owe us under this agreement at any point in time and which you must repay to us. Interest is calculated on the deferred amount. The deferred amount may include the:

8.1.1. credit advanced;

8.1.2. interest;

8.1.3. fees and charges as set out in the quotation or pre-agreement;

8.1.4. default administration charges (if relevant to this agreement); and

8.1.5. collection costs (if relevant to this agreement).

8.2. The deferred amount will be reduced by all amounts you pay to us to settle the principal debt or which we credit to your credit facility.

9. Credit limit

9.1. We may refuse to authorise purchases through using your credit facility for any reason whatsoever.

9.2. You cannot buy any goods and services with your credit facility if to do so means that you will exceed the credit limit (Maximum Facility on the pre-agreement statement and quotation).

9.3. You are responsible for managing your purchases within the credit limit.

9.4. If we accept a transaction that results in you exceeding the credit limit, it does not mean that we have extended or increased the credit limit on any permanent basis, but rather that we have allowed a temporary excess by way of indulgence only, at your special instance and request. You are obliged to immediately bring your credit facility in line with the agreed credit limit. You will be liable for payment of the full amount by which you exceed the credit limit.

10. Changes to the amount of the credit limit

10.1. You may at any time, by written notice to us, instruct us to reduce the credit limit in force that you will accept.

10.2. We may, by written notice to you, reduce the credit limit then in force. The reduction will be effective upon delivery of the written notice via SMS, Email, Recorded Call, Fax or Post.

10.3. We may increase the credit limit under this Agreement in accordance with the NCA and the credit provider.

10.4. Before increasing the credit limit in terms of clause 10.3, we will complete a fresh assessment of your ability to meet the obligations that could arise under that increased facility as required by the NCA, this includes a credit assessment using your latest credit bureau information (credit profile and credit score).

10.5. If you have not used your account for some time, we reserve the right to complete a fresh assessment of your ability to meet the obligations of reusing your credit facility, this includes a credit assessment using your latest credit bureau information (credit profile and credit score).

11. Payment to suppliers

11.1. If we are not the suppliers of the goods or services purchased on your credit facility:

11.2. We have the right to pay suppliers the amount appearing on the voucher or slip concerned, when the voucher or slip is presented to us for payment and to debit your credit facility with the amount of these payments.

11.3. We will credit your credit facility with the amount of a credit voucher when we receive a credit voucher or slip from the supplier for goods and services you purchased using your credit facility at the supplier.

12. Disputes with suppliers

12.1. If we are not the suppliers of the goods or services purchased on your credit facility:

12.2. Unless we acted with gross negligence or fraudulent intent or in breach of this agreement, we will not be liable for any damages, costs, expenses or losses which you may suffer or incur as a result of, arising from, or in connection with:

12.2.1. any supplier's refusal to accept your credit facility as payment;

12.2.2. any defective goods and services you bought from any supplier using your credit facility; and

12.2.3. any failure or malfunction of, or delay caused by any electronic terminal, or its supporting network, where the cause of this failure, malfunction or delay was not

within our reasonable control and you will not have the right to claim anything from us or institute any counterclaim against us or to apply set off against us on this basis.

12.3. No dispute between a supplier and you will give you the right to:

12.3.1. refuse to repay us for any payment we made to the supplier for goods and services you bought from the supplier using your credit facility;

12.3.2. instruct us to refuse to pay the supplier for the goods and services you bought from the supplier using your credit facility; or

12.3.3. instruct us to do a chargeback of a payment already made to the supplier for the goods and services you bought from the supplier using your credit facility.

12.4. Unless we acted with gross negligence or fraudulent intent, we will also not be liable for any damages, costs, expenses or loss which you may suffer or incur as a result of, arising from, or in connection with any fraudulent or otherwise unlawful or unauthorised use of your credit facility by any other person.

12.5. We do not act as the agent of any supplier, nor do we endorse the quality of any supplier's goods or any services offered by a service provider. Therefore, unless we acted with gross negligence or fraudulent intent or in breach of this agreement, we will not be responsible to pay for any damages, costs, expenses or losses which you may suffer or incur as a result of, arising from, or in connection with any goods or services you bought from any supplier using your credit facility.

13. Repayments

13.1. You must repay the principal debt together with interest, charges and fees calculated in accordance with this agreement (including the pre-agreement statement and quotation). You must pay at least the minimum amount shown as payable on the statements we send you from time to time, by the due date reflected in these statements, without deduction or set off and you acknowledge that you will not be entitled to attach any condition to any payment made to us, even if you do not receive a statement.

13.2. You must make all your repayments in South African Rand.

13.3. 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.

13.4. 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.

13.5. You may prepay any amount you owe us under this agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:

13.5.1. first to pay any interest that is due by you;

13.5.2. second to pay any fees or charges that are due;

13.5.3. third to reduce the amount of the principal debt that you still owe us.

13.6. No interest will accrue or be payable by us to you in respect of any amounts prepaid by you or otherwise standing to the credit of your credit facility.

13.7. Should you elect to make cash payments, we will charge you the cash deposit rate charged to us by our bank as a cash deposit fee. You can request to make any cash deposit payments directly into our bank account.

13.8. 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.

13.9. 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. Tracking may apply for up to 10 days. If your debit order is still unpaid by your bank, you must make the minimum payment due, as well as additional charges that may be applied from time to time in terms of this agreement for collection of outstanding amounts due as indicated on your statement, directly to us by the due date for such payment in order to keep your account from going into arrears.

13.10. If you wish to settle your account, you must first contact us to obtain a settlement amount.

13.11. You must immediately let us know if during the term of this agreement:

13.11.1. You apply for sequestration or to be placed under administration;

13.11.2. You are placed under curatorship so that you are no longer able to manage your own financial affairs; or

13.11.3. You apply for debt review.

13.12. If the collection date falls on a Saturday, Sunday or recognised South African public holiday, the collection date will automatically fall on the preceding business day, or in the event that the aforesaid is not practically possible, the next business day.

13.13. The cancellation of any particular debit order authorisation shall not impact the validity of this authority and mandate in relation to the remainder of the debit order authorisations, nor the validity of these terms and conditions nor any other agreement entered into between us.

14. You may pay amounts before they become due

14.1. You may prepay any amount you owe us under this agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:

14.1.1. first to pay any interest that is due by you;

14.1.2. second to pay any fees or charges that are due;

14.1.3. third to reduce the amount of the principal debt that you still owe us.

14.2. no interest will accrue or be payable by us to you in respect of any amounts prepaid by you or otherwise standing to the credit of your credit facility.

15. Fees

15.1. We may change the service fees specified in the pre-agreement statement and quotation by giving written notice to you, on condition that the service fees will never exceed the maximum amount which may be allowed under the NCA for this purpose from time to time.

15.2. The monthly service fee, where applicable, must be included in your monthly repayments.

15.3. We may charge the initiation fee specified in the pre-agreement statement and quotation, on condition that the initiation fee will not exceed the maximum amount which may be prescribed in terms of the NCA for this purpose from time to time. The initiation fee will be included on your first statement.

15.4. We may charge you default administration costs and any other costs and fees relating to collecting overdue amounts from you.

16. Offset

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

17. It is your responsibility to check your statements

17.1. We will deliver or make available to you a statement which will, among other things:

17.1.1. show all transactions relating to your credit facility;

17.1.2. show all interest and other charges debited or credited by us to your credit facility; and

17.1.3. inform you of the amount which you must pay us on or before the due date stated on the statement

17.2. The fact that you do not receive a statement in any particular month, does not free you from your obligations to pay any amount due to us under this agreement, as you can get information about your credit facility from us telephonically or electronically at any time.

17.3. We will deliver statements to you electronically.

17.4. Should you have a query regarding the correctness of your statement of credit facility or dispute regarding any merchandise purchase or other transactions reflected on it, you must notify us within 30 (thirty) days of the date of that particular statement, otherwise it will be deemed that your statement of credit facility is correct

17.5. Should you not receive your statement, you must bring this to our attention.

18. Screening of applications, instructions and transactions

18.1. We disclose to you that, in the event that the entity providing you with credit is part of a global financial institution, we comply and will in future comply with international and local anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements (**"laws"**). Accordingly, we may initially screen, verify and process all new applications for credit and all related information, including your application and the information you provide to us.

18.2. If we accept your application, we will continue to monitor all information and instructions which you give us or which are delivered to us on your behalf from time to time, as well as all transactions which you or anyone else concludes using your credit facility. We will also continuously monitor our business relationship with you.

18.3. This may result in your instructions to us and your credit facility transactions being prohibited, limited or delayed. This may even result in your credit facility being declined or our business relationship with you terminating. To the extent permitted, we will let you know of any action we intend to take in compliance with these laws.

18.4. You acknowledge, confirm and agree that neither we nor any other member of our group of companies (which, for the purposes hereof, means a holding company and all of its subsidiaries), our respective affiliates, employees, officers or directors, shall be liable for any loss, costs, expenses or damages of whatever nature (whether direct, indirect, consequential or other), which you may suffer or incur as a result of, arising from, or in connection with any steps we take or do not take to comply with our obligations under these laws.

19. Process to follow if you have a complaint

19.1. If you want to complain that we are not complying with the NCA, you may without derogating from any other rights you may have write to:

19.1.1. the National Credit Regulator;

19.1.2. the Banking Ombud; and

19.1.3. the National Consumer Tribunal.

20. Debt counsellor

20.1. If it is difficult for you to pay any of your monthly repayments to us, contact us right away.

20.2. You have the right to apply to a debt counsellor who will consider your application to determine whether you are over-indebted (this means that you have more debts than you are able to pay) or if you were granted credit recklessly. You should inform us of such application.

21. You may cancel this agreement at any time

21.1. To cancel this agreement, contact us to find out the amounts you still owe us. You can ask to cancel this agreement immediately or at a future settlement date. We will advise you of the total amount you owe us on the settlement date, which includes all of the following amounts as at the settlement date:

21.1.1. the unpaid balance of the principal debt;

21.1.2. interest you owe on the principal debt; and

21.1.3. the fees and charges you owe us.

21.2. payment of all amounts owing by you on the settlement date must be paid in full on the settlement date.

22. Cancellation of your credit facility

22.1. Without us losing any right to any claim which we may have against you, we will have the right to:

22.1.1. suspend the credit facility at any time if you are in default under this agreement; and

22.2. We may:

22.2.1. suspend the credit facility at any time if you are in default under this agreement; and

22.2.2. close the credit facility by giving you written notice to that effect at least 10 (ten) business days before the credit facility will be closed.

22.3. If the credit facility has been suspended or cancelled in terms of clause 22.2 or if you die:

22.3.1. the credit facility may no longer be used for any purpose; and

22.3.2. we may notify any supplier or any person who we think should know of the cancellation without incurring any liability.

22.4. Notwithstanding the provisions of clause 22.2, this agreement will remain in effect until you have repaid all amounts charged to your credit facility.

23. When you will be in default under this agreement

23.1. You will be in default under this agreement if:

23.1.1. you do not pay any amount payable to us under this agreement on the due date; or

23.1.2. you breach any of the terms and conditions of this agreement;

23.1.3. any representation or warranty made in connection with this agreement or any other documents supplied by you is materially incorrect or false (where a warranty refers to an express confirmation on your part that something is or will be as you have represented to us or promised us that it will be);

23.2. you, being an individual:

23.2.1. publish notice of the voluntary surrender of your estate or die;

23.2.2. are placed under administration or commit an act of insolvency as defined in the Insolvency Act 24 of 1936;

23.2.3. have any application or other proceedings brought against or in respect of you to have you sequestrated or placed under curatorship, in any event whether in a manner which is provisional or final, voluntary or compulsory.

24. Our rights if you are in default

24.1. If you are in default, we may:

24.1.1. give you written notice of such default and may propose that you refer this agreement to a debt counsellor, alternative dispute resolution agent, consumer court or Ombud with jurisdiction, with the intention that the parties resolve any dispute under this agreement or develop and agree on a plan to bring repayments up to date;

24.1.2. commence legal proceedings to enforce this agreement, and, if applicable, recover collection costs and default administration charges (if the default is in respect of a payment obligation) if:

24.1.2.1. we have given you notice as referred to in clause 24.1.1 above or we have given notice to end any debt review process under section 86 of the NCA which may then be underway in respect of this agreement; and

24.1.2.2. you have been in default under this agreement for at least 20 (twenty) business days; and

24.1.2.3. at least 10 (ten) business days have elapsed since we delivered the notice contemplated in clause 24.1.1; in the case of a notice in terms of clause 24.1.2.1, you:

24.1.2.3.1. have not responded to that notice; or

24.1.2.3.2. have responded to the notice by rejecting our proposal.

24.1.3. Recover collection costs and default administration charges from you.

25. You must pay a default administration fee for letters of demand

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

26. You must pay collection costs if we bring legal proceedings

26.1. If we bring legal proceedings against you to enforce payment of amounts you owe us, you are liable to pay all costs we incur in collecting the payment. The costs are determined by various laws, including:

26.1.1. the Supreme Court Act, 1959
26.1.2. the Magistrates' Courts Act, 1944
26.1.3. the Attorneys Act, 1979
26.1.4. the Debt Collector's Act, 1998.

26.2. The collection costs exclude the default administration fee.

27. Processing of Personal Information in terms of the Protection of Personal Information Act 4 of 2013

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

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that your Personal Information collected by us may be used for the following reasons:

27.1. to establish and verify your identity in terms of the Applicable Laws;
27.2. to enable us to fulfil our obligations in terms of this Policy;
27.3. to enable us to take the necessary measures to prevent any suspicious or fraudulent activity of the Applicable Laws; and
27.4. reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

Unless consented to by yourself, we will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify us from any claims resulting from disclosures made with your consent.

You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk or with the Information Regulator once established.

28. Marketing and Information Sharing

If, in the future, you do not want us to market directly to you, you can change it by:

- contacting our call centre
- registering a block on any register which we legally must recognise.

We will not charge you a fee to change your consent. If you change your marketing choice, we will make these changes as soon as possible. Upon receipt of your notification, it may take up to 30 days for us to remove your information from our marketing channels.

You agree that the Credit Provider and its business associates may obtain personal information about you from all or any credit bureaus and/or registers which contain such information.

29. Governing law and jurisdiction

This agreement is in all respects governed by the laws of the Republic of South Africa. You agree that we may bring legal proceedings against you relating to this agreement in any Magistrate's Court that has the authority to hear and decide on the case. (This authority is called jurisdiction.)

30. Changes to the terms and conditions of this agreement

30.1. Unless prohibited by the NCA or any other law, and subject to what may be permissible in law, we may at any time amend the terms and conditions of this agreement by giving you notice of such amendments in writing through postal or electronic delivery. The use of the credit facility after the effective date of these amendments constitutes your acceptance of the amendments.

30.2. If you are dissatisfied with the amendment you may end the agreement. You will remain responsible to pay all amounts charged to your credit facility until final settlement of the credit facility.

30.3. Unless this agreement or any provision of the NCA provides otherwise, we will give you at least 5 (five) business days' written notice of a change of this agreement and will set out particulars of such change in such notice.

31. We do not lose our rights

We do not lose any of our rights under this agreement if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time. For example, if we allow you extra time to pay your monthly payments in one month, it does not mean we have allowed you extra time the next or any other month.

32. Transferring rights or obligations

32.1. You may not transfer any of your rights or obligations under this agreement to anyone else without our prior written permission.

32.2. We may transfer all or some of our rights and obligations under this agreement to any other person. We do not have to inform you or get your permission to transfer our rights and obligations. If this clause applies, then "we", where used in this agreement, will include the person to whom we have transferred any of our rights or obligations in terms of this clause.

33. Each clause is separate

33.1. The parties acknowledge that each clause of this agreement is separate. If any clause of this agreement is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in this agreement. This does not:

33.1.1. make the rest of the agreement illegal, invalid or unenforceable; or

33.1.2. affect the legality, validity or enforceability of any other clause or this agreement as a whole.

34. We are allowed to give information to credit bureaus

34.1. You understand that we are allowed to give to one or more credit bureaus:

34.1.1. information about this agreement;

34.1.2. information about your credit facility with us; and

34.1.3. details of your default if you do not comply with any of the terms of this agreement.

34.2. The credit bureaus provides a credit profile and credit score on your credit worthiness subject to all the records.

34.3. You have the right to contact the credit bureaus and view their records on you. You also have the right to correct any information that is not correct.

35. Delivery of goods, start of services and delays affecting services

35.1. We will be able to start with our services relating to your credit facility once we have approved your application and you have complied with any further conditions imposed by law.

35.2. You acknowledge that our services may be unavailable due to interruptions to our electronic communications network or power outages which are not within our control. We give you notice under this clause 35 of these unavoidable interruptions and delays in providing the services and will give you notice if scheduled maintenance will cause an interruption or delay in the provision of services.

36. Your chosen address

36.1. You choose the physical address in South Africa stated in your application as the address where we may serve any legal process and may execute on any judgment we obtain against you (this address is known in law as your *domicilium citandi et executandi*).

The postal address, fax number and/or email address given by you on the application form is the address to which we shall send any notices (including letters reminding you of any payments due to us under this agreement which you may have missed), correspondence, statements and other documents addressed to you.

36.2. If you want to change any of these addresses, you must give us notice to this effect which notice must:

36.2.1. tell us that you are changing your address; and

36.2.2. set out the new address which you agree will be used for this purpose. The new *domicillium* address must be a physical address in the Republic of South Africa. A proof of address must be accompanied with any changes of address.

36.3. If you change your address but do not notify us, you agree that we have the right to send notices to you and serve legal processes at your last address known to us or any other address you have given us proper notice of.

36.4. If we send a notice to you:

36.4.1. by prepaid registered post to your chosen address, we will presume that you received it 7 (seven) days after we posted it;

36.4.2. by hand to your chosen address, we are entitled to presume that you received it on the date on which we delivered it to you or to any person apparently not less than 16 years of age;

36.4.3. by fax to your chosen fax number, we are entitled to presume that you received it at the time of the transmission.

36.4.4. by email to your provided email address, we are entitled to presume that you have received it at the time of transmission.

36.5. When we presume that you have received a notice by a certain date, this means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date then you will have to prove it.

36.6. If you have actually received a written notice or communication from us, even if it was not sent to or delivered at your chosen address, fax number, postal address or e-mail address, it will still be a valid notice.

37. Your email address and cellphone number

37.1. Your email address and cellphone number may be the primary means that we communicate to you.

37.2. If you change your email address or cellphone number, you must give us notice to this effect which notice must:

37.2.1. tell us that you are changing your email address or cellphone number;

37.2.2. set out the new address or cellphone number for all communications and notices.

38. This agreement is the entire agreement

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

39. General declarations

39.1. You understand the risks and costs of borrowing the principal debt from us.

39.2. You understand your rights and duties under this agreement.

39.3. You have received a copy of this agreement (including the quotation / pre-agreement). If applicable, you have also received a copy of the insurance policy documents and the security documents.

39.4. You have the legal capacity (and where relevant, the authority) to enter into this agreement. This means in the context of this agreement that the law regards you as competent and qualified to enter into this agreement, considering, if you are an individual, factors such as your age, marital status and mental state.

39.5. We did not make you an offer that automatically results in an agreement if you do not decline it.

39.6. You confirm that entering into this agreement will not cause you to become over indebted as contemplated in the NCA.

39.7. You have fully and truthfully answered all and any request for information made of you by or on behalf of us leading up to the conditions of this agreement.

39.8. You have been given the option to be excluded from any telemarketing campaign which may be conducted by or on behalf of us, any marketing or customer list which may be sold or distributed by us, other than as required by the NCA, any mass distribution of e-mail or SMS message, as well as the option to decline a pre-approval credit limit increase relating to the facility.

40. You signed this agreement of your own free choice

40.1. You confirm that:

40.1.1. we did not make you sign this agreement or do anything during the negotiation and conclusion of this agreement that would be considered unconscionable or otherwise render this agreement unlawful;

40.1.2. if we have arranged insurance for you, we have explained to you the terms and conditions of the insurance policy or policies required in this agreement;

40.1.3. there were no blank spaces on the application or this agreement (including the quotation) at the time when you signed each of these documents;

40.1.4. if the application and quotation started telephonically or electronically, we have confirmed that this agreement may be recorded and you have given us permission to do so. You have also given us permission to give you a copy of this agreement within a reasonable time;

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

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

41. Your statement about your financial status

By activating your credit facility you confirm that:

41.1. you have checked the information we have about your personal, financial and credit facility details;

41.2. the information we have about your personal, financial and credit facility details is correct;

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

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

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

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

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

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

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

42. Reward Points

42.1. On some of our products, you may earn Reward Points at selected redemption partners which is subject to its own terms and conditions.

42.2. We reserve the right to suspend or terminate Reward Points on your Account without notice although such suspension or termination shall not be affected without appropriate justification.

42.3. We may make changes at any time without prior notice to you to the terms and conditions and the Reward Points structure. We will attempt to notify members of any changes.

42.4. We have the right to decide to terminate the program at any stage. Members will be notified via email, on the product specific website and/or on our website www.fevertreefinance.co.za.

43. You are aware of terms with specific legal consequences

43.1. When you use the credit facility you confirm both of the following:

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

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

FeverTree Finance Proprietary Limited Registration number 1998/023910/07 (NCR No NCRCP19967) is a registered credit provider.