

B. EMPLOYMENT (continued)

We, the company/primary account holder, recommend the issue of the Card account applied for in this application form within the Diners Club Corporate Card facility granted to us on Card account number:

3 6

Company Rubber Stamp:

Name of Authorised signatory

Authorised signature

Date:

Y Y Y Y M M D D

C. BANKING DETAILS

Your annual income: R100 000 - R150 000 R151 000 - R200 000
R201 000 - R300 000 R300 000 and over

Other sources of income: R

Nature of other income:

Name of bank: Branch:

Cheque Account no.: Branch clearing code:

Please indicate monthly limit required on your Diners Club card:

Other South African cards held:

Diners Club Card number: 3 6

Standard Bank Card number:

Valid dates - from: D D M M C C Y Y to D D M M C C Y Y

Other:

Valid dates - from: D D M M C C Y Y to D D M M C C Y Y

Other:

Valid dates - from: D D M M C C Y Y to D D M M C C Y Y

Name and address of next of kin not living with you: Postal code:

Relationship:

Work telephone number: Home telephone number:

Cell phone number:

Are you currently on Debt Review? Yes No

Total Liabilities: R

D. AUTOMATIC PAYMENT DETAILS

Direct Debit: Yes.

I hereby authorise Diners Club (SA)(Pty) Ltd to debit my account with all amounts debited to my Diners Club Card account on due date.

Account number: Branch clearing code number:

Bank: Branch:

If you have a cheque account with your bank, please attach a cancelled cheque as proof of a bank cheque account.

Signature of cardholder

Date: Y Y Y Y M M D D

E. DINERS CLUB FREQUENT FLYER PROGRAMMES

Would you like your card linked to the below Frequent Flyer programmes (if yes, choose one):

South African Airways Voyager

I hereby apply to link my card to the Diners Club South African Airways Voyager programme, subject to the Terms and Conditions provided which I have read and accepted and agreed to be binding on me.

Signature of cardholder

British Airways Executive Club

I hereby apply to link my card to the British Airways Executive Club programme subject to the Terms and Conditions provided which I have read and accepted and agreed to be binding on me.

Signature of cardholder

If you are already a member of the selected Frequent Flyer programme, please fill in your membership number below:

South African Airways Voyager number:

British Airways Executive Club number:

F. CONSENT

Please tick 'Yes' or 'No'

I, the Cardholder consent to:

- You marketing your products, services and special offers to me. Yes No
- You communicating other companies' products, services and special offers to me.
If I respond positively to such communication, I may be contacted by that company. Yes No
- You sharing my personal information within the group for marketing purposes and the group then marketing its products, services and special offers to me. Yes No
- You contacting me for research purposes. (The research companies we use follow strict codes of conduct and treat customer information confidentially) Yes No

G. TO BE COMPLETED BY THE CARDHOLDER

I, the cardholder, record that I have read the Terms and Conditions printed on the reverse hereof and I understand and agree to the same.

Signature of cardholder

Date:

H. LIABILITY ELECTION

We the company /primary account holder, in accordance with the Terms and Conditions appearing on application form part 3 as well as on the reverse hereof, hereby elect:

To be liable for the indebtedness of the cardholder identified in this application, in which event we accept that the Terms and Conditions appearing on application form part 3 as well as on the reverse hereof, will, where applicable be binding on the company/primary account holder.

Name of Authorised signatory

Job title

Signature

Name of Authorised signatory

Job title

Signature

Date:

FOR OFFICE USE

Accepted by Diners Club (Date)

Declined by Diners Club (Date)

Name

Name

Signature

Signature

Introduced by code:

Card number:

PERSONAL, CORPORATE OR ELECTED LIABILITY

DINERS CLUB CORPORATE CARD TERMS AND CONDITIONS APPLICABLE TO THE PRIMARY ACCOUNT HOLDER AND CARDHOLDER

Diners Club Corporate Cards are issued subject to the following terms and conditions

Definitions

- “**Agreement**” means these terms and conditions as read with the Corporate Card Account application form 3 and all letters and notices;
- “**Application Form 3**” means the Application Form completed and signed on behalf of the Primary Account Holder in writing and submitted to us for consideration;
- “**Application Form 4**” means the Application Form completed and signed by the Card Holder and approved by the Primary Account Holder in writing and submitted to us for consideration;
- “**ATM**” means an automated teller machine;
- “**Business Days**” mean any days other than a Saturday, Sunday or a statutory holiday;
- “**Card**” means the Diners Club Corporate Card which is issued to a Card Holder;
- “**Card Account**” means the Diners Club Corporate Card Account which may be opened, by us, in the name of the Card Holder;
- “**Card Holder**”, or “**their**” means a person(s) to whom a Card may be issued by us on your written request and with your written approval;
- “**Card Limit**” means the monthly maximum amount for Card Transactions (including fees and charges to the Card Account) which may not be exceeded;
- “**Card Transaction**” means any transaction done on a Card Account, with or without a Card, with a Card number and/or a PIN to pay for any goods or services or to withdraw cash or to transact using an Electronic Device;
- “**Diners Club**”, “**we**”, “**us**” or “**our**” means Diners Club (S.A.) (Proprietary) Limited (Registration number 1956/000068/07), its successors in title or assigns;
- “**Due Date**” means the date for payment of all amounts owing to us as shown on the Invoice;
- “**Electronic Device**” means any mechanical or automated device, or its related software, that allows Card Transactions to take place. It will include the telephone, and any other device connected to the telephone, such as a fax machine or modem, and an ATM;
- “**FAIS**” means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- “**FICA**” means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- “**Group**” means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
- “**Incidental Credit Agreement**” means an Agreement that comes into being 20 (twenty) Business Days after we commence charging interest on any Overdue Amounts, provided these amounts are still overdue on this day. Such Agreements will be governed by the NCA;
- “**Invoices**” means a document reflecting the Card Transactions made on the Card Account up to the date of the Invoice, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Due Date for payment of the amount owing to us;
- “**Magistrate Court Act**” means the Magistrates Court Act 32 of 1944 and all regulations promulgated in terms of this act;
- “**Management Information Report Pack**” means the monthly management information which is provided to you to assist you in ensuring that Card Holders adhere to your expenditure policies;
- “**Merchant**” means the supplier of goods and services, and includes an ATM owner;
- “**NCA**” means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- “**Overdue Amount**” means the amount owing to us by you and/or any Card Holder and which is not paid on or before the Due Date;
- “**Personal Information**” means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identifying number, telephone number, e-mail address, postal address, physical address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- “**PIN**” means a confidential personal identification number used for Operating on your Account, including a customer selected PIN (CSP);
- “**Primary Account Holder**”, “**you**” or “**your**” means the applicant referred to under “**A**” of Application Form 3;

- “**Primary Card Account**” means the Diners Club Corporate Card Account which, subject to approval of your application by us, may be opened by us in your name;
- “**Process**” means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information. **Processing** will have a similar meaning;
- “**Standard Bank**” means The Standard Bank of South Africa Limited (Registration No. 1962/000738/06), a public company duly registered as a bank under the laws of the Republic of South Africa;
- “**Transaction Slip**” means any documentation evidencing a Card Transaction; and
- “**VAT**” means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.

Reference to:

- o one gender includes all the genders;
- o the singular form of a word includes the plural; and
- o the plural form of a word includes the singular.
- The headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- If any provision in the definition section is important and gives rights to or imposes obligations on a party, then effect will be given to that provision as if it were a provision in the body of the Agreement.
- When any number of days is referred to in this Agreement this will exclude the first day and include the last day. Saturdays, Sundays and statutory holidays are excluded.
- Where we are required to exercise our discretion in this Agreement we will exercise such discretion in a reasonable manner.
- Any reference in this Agreement to legislation or subordinate legislation is to legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.

1 APPLYING FOR A CARD ACCOUNT

- 1.1 We will be able to commence with our services in terms of this Agreement, once –
 - 1.1.1 we have approved all applications referred to below, and any further conditions imposed by law have been complied with; and
 - 1.1.2 the Cards have been issued and delivered to the Card Holders.
 - 1.2 If we are unable to provide the services or issue the Cards, we will inform you immediately and refund any payment made within 30 (thirty) days of this notification.
 - 1.3 An application for a Primary Card Account is to be made by way of Application Form 3 which must be completed and signed on your behalf by duly authorised signatories.
 - 1.4 An application for a Card Account is to be made by way of Application Form 4 which must be completed and signed by the Card Holder and approved by you in writing. Your written approval is required on applications for the opening of Card Accounts for Card Holders as these accounts will be taken into account for purposes of the overall Card Limit which in our determination, may not be exceeded.
 - 1.5 We will ask for certain information before we can consider Application Form 3 and Application Form 4. You and the Card Holder must provide complete and accurate information.
 - 1.6 We may need to verify any information provided in Application Form 3 and Application Form 4, including the identity of the Card Holder, in accordance with regulatory and our requirements.
 - 1.7 Any application for a Primary Card Account or a Card Account is subject to our normal credit assessment procedures.
 - 1.8 We will assess the Card Holder's creditworthiness (i.e. whether he will be able to satisfy all his payment obligations in a timely manner) before approving or declining an application from the Card Holder. **If we approve the application you and the Card Holder will be liable to us for all Card Transactions.**
 - 1.9 **Where you accept liability on behalf of any Card Holder you will be –**
 - 1.9.1 **liable for all amounts debited to the Card Account;**
 - 1.9.2 **through the use of any Card issued on your behalf whether or not the transactions were authorised by the Card Holder; and**
 - 1.9.3 **required to pay all amounts owing by the Card Holder which have not been paid in full within 25 (twenty five) days from the Due Date. Such payments must be accompanied by a schedule reflecting the Card Holder's name and Card number.**
 - 1.10 A Card is not transferable and we will always remain the owner of the Card.
- ### 2 USING A CARD
- 2.1 Only the Card Holder may use their Card.
 - 2.2 Each Card has an expiry date and is valid until the last day of the month shown. A new Card will be issued unless Card Transactions on the Card Account have been withdrawn, suspended or the Card Account has been closed or the Primary Card Account has been

- suspended or closed.
- 2.3 The Card Holder may use the Card to pay for goods and services at Merchants who accept the Card. The Card Transaction is the Card Holder's authority to us to pay the Merchant and to debit the amount to the Card Account. Once the Card has been used to pay for goods and services, the Card Holder will not be able to -
- 2.3.1 withdraw this authority; or
- 2.3.2 instruct us to stop any payment that we are to make to a Merchant for any Card Transaction; or
- 2.3.3 reverse a payment which has already been made by us.
- 2.4 The Card may not be used:
- 2.4.1 over an extended payment period; and/or
- 2.4.2 at your, or any Card Holder's, own Merchant or business without our written consent.
- 2.5 When a Card is used to buy goods or services from a Merchant, the Card Holder must sign a Transaction Slip or use their PIN, whichever is required.
- 2.6 ***The Card Holder will not have to sign a Transaction Slip when doing remote Card Transactions, such as ordering via mail, telephone or using other Electronic Devices. However, the Card Holder may be asked for certain Card related information which they provide at their own risk.***
- 2.7 Your liability to pay us is effective when the Card or Card number is used for any Card Transaction. We do not need to provide any signed Card Transaction Slips to prove the Card Holder's liability to us.
- 2.8 You have the option to have separate PINs allocated to any Cards which have been issued to Card Holders. A PIN may be issued at any branch of the Standard Bank on the presentation of the identity document of the Card Holder and a letter of authority issued on your letterhead and signed by your authorised signatories.
- 2.9 A PIN allows the Card Holder to use self-service banking facilities to effect Card Transactions such as drawing cash and depositing money. Certain other Card Transactions can be effected with a Card, such as, the purchase of foreign exchange and travellers cheques.
- 2.10 The Card Holder may be issued with a chip-enabled Card. When paying a Merchant who has a chip-enabled electronic data capture ("EDC") terminal the Card Holder will have to enter his PIN. The Card Holder may be required to sign a Transaction Slip if the Card Transaction is successful. If the Card Transaction was done at a terminal not able to read the chip feature the Card Holder must sign a Transaction Slip.
- 2.11 ***If the Card Holder enters his PIN incorrectly on 3 (three) consecutive occasions at a chip-enabled terminal, all Card Transactions will be denied. The Card Holder will be required to go to any branch of Standard Bank to have the PIN reset. Standard Bank will require the Card Holder to identify himself by presenting his identity document.***
- 2.12 ***If the Card Holder or any other person uses the PIN, we will treat the Card Transaction as an authorised transaction and the Card Holder (or you, where you have accepted liability) will be liable for all and any transaction incurred.***
- 2.13 ***We may impose a Card Limit on the Primary Card Account and the Card Account. The Card Holder and you, where you have accepted liability for the Card Holder's indebtedness, will remain liable for all amounts even if the Card Limit is exceeded. The record of a Card Transaction on an Invoice will be sufficient proof that we have made payment to the Merchant for the Card Transaction.***
- 2.14 In respect of cash advances made by the Card Holder we may from time to time, and without prior notice to the Card Holder, fix or vary the number, amount of and the intervals between such Card Transactions.
- 2.15 You must advise the Card Holder that they must -
- 2.15.1 comply with exchange control regulations when using their Card outside the Common Monetary Area (South Africa, Swaziland, Namibia and Lesotho); and
- 2.15.2 only use the Card for lawful transactions.
- 2.16 ***We will not be liable to you or the Card Holder if any Merchant does not accept any Card or if we refuse to authorise any Card Transaction.***
- 2.17 ***No refunds in respect of goods returned to a Merchant will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.***
- 2.18 ***If a debit transaction is disputed by a Card Holder -***
- 2.18.1 ***we will not charge any interest on the outstanding amount during our investigation; and***
- 2.18.2 ***if our investigation proves that the debit amount is payable by the Card Holder, interest on the disputed amount will be calculated from the date of the Card Transaction until the date of resolution of the dispute. The interest will be debited to the Card Account on the date of resolution of the dispute; and***
- 2.18.3 ***The Card Holder or you, will be liable for payment of the disputed amount on or before the payment date reflected on the next Invoice.***
- 3 ***FEES***
- 3.1 A full list of additional Card Transaction capabilities, together with the fees and charges applicable to the Card Transactions, can be requested when applying for a PIN, or are available from any branch of Standard Bank. The fees are also set out each year in our pricing brochure and on our website (www.dinersclub.co.za).
- 3.2 ***The Card Holder will be charged an annual Card fee.***
- 3.3 ***If you or the Card Holder have elected to receive any additional benefits (for example, travel insurance) your respective card accounts will be debited with any fees and charges that may be applicable.***
- 3.4 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days setting out the particulars of the change.
- 3.5 Should we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time
- increase it by giving you written notice of the increase no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.
- 4 ***UNAUTHORISED USE OF THE CARD AND PIN***
- 4.1 The Card Holder or you are responsible for the safekeeping and proper use of the Card and any PIN allocated to the Card.
- 4.2 The Card Holder (or you, where you have accepted liability) must notify us immediately when he realises that he has lost his Card, or it has been stolen, or their PIN has become known to any other person. We will stop the Card as soon as we are advised.
- 4.3 The notification in terms of clause 4.2 above must be in writing. The Card Holder (or you, where you have accepted liability) may advise us verbally by contacting our office in Johannesburg 0860-Diners (346377) and then follow this up by sending us written notice within 24 (twenty four) hours of first advising us.
- 4.4 ***The Card Holder (or you, where you have accepted liability) will remain liable for all Card Transactions -***
- 4.4.1 ***before we receive the required notification, unless the Card Holder is able to prove that the Card Transaction was unauthorised; and/or***
- 4.4.2 ***until we have had reasonable time to take the necessary action to stop the Card Account, after we receive the written notice referred to in clause 4.3 above; and/or***
- 4.4.3 ***if the loss or theft of the Card or the compromise of the PIN is not reported immediately as required in 4.2 and cash is drawn and payments are made with the Card before we stop the Card; and/or***
- 4.4.4 ***if the Card Holder's signature appears on the Transaction Slip proving use of the Card; and/or***
- 4.4.5 ***we have evidence to establish that the Card Holder (or you, where you have accepted liability) authorised or was responsible for that particular use of the Card.***
- 4.5 Provided the Card Holder (or you, where you have accepted liability) complies with the requirements of this clause 4, and in respect of Card Transactions that take place within 48 (forty eight) hours of us receiving the written notice referred to in clause 4.3 above, you will be protected against fraudulent transactions within a maximum amount of R 10,000 (ten thousand rand) per Card.
- 4.6 Any delay in reporting an incident referred to in this clause 4 will be regarded as negligence unless the Card Holder (or you, where you have accepted liability) can prove otherwise.
- 4.7 ***The Card Holder (or you, where you have accepted liability) will be liable for any debt that may arise or may have arisen in respect of this clause 4.***
- 5 ***MONTHLY INVOICE AND PAYMENTS***
- 5.1 Each month we will send the Card Holder and you an Invoice to the address reflected on the Application Form 2 or to the Card Holder's last notified postal address. In addition, we will also provide you with a monthly consolidated Invoice as well as a Management Information Report Pack to assist you in ensuring that Card Holders adhere to your expenditure policies.
- 5.2 You may request us to send to you additional copies of the monthly Invoice for any Card Holder. You will not be charged for a single replacement copy of the Invoice requested within a year after the Invoice date, but will be charged for any other replacement copies.
- 5.3 ***Invoices will be deemed to have been presented to you and the Card Holder on the date of the Invoice.***
- 5.4 ***You and/or the Card Holder should contact our Member Services Centre if a monthly Invoice is not received. Failure to receive a monthly Invoice will not entitle you, or any Card Holder to refuse or fail to pay any amount that is due to us.***
- 5.5 ***Where you have accepted liability for a Card Holder's indebtedness you may dispute all or part of the monthly Invoice by sending us written notice of your objections before the Due Date for payment. You will not be entitled to withhold any payment to us if there are any claims or disputes between you and/or the Card Holder on any matter, or any dispute with any Merchant as to the nature, quality or quantity of any goods, services or money which the Card Holder obtained or should have obtained. You agree that no Merchant is our agent.***
- 5.6 We will not be involved in any reconciliation of Invoices.
- 5.7 ***The Card Holder (or you, where you have accepted liability) must pay the full amount owing, as reflected on the Invoice, on or before the Due Date for payment. Where you have accepted liability for the Card Holder's indebtedness, if the you or the Card Holder have not paid the full amount owing within 25 (twenty five) days of the Due Date we will advise you accordingly and you will be required to pay the amount owing immediately.***
- 5.8 You, or the Card Holder, have the right at any time to pay in advance any amount owed to us without notice or penalty.
- 5.9 You may not attach any conditions to any payment made, to us, by you or on your behalf.
- 5.10 We will credit each payment made under this Agreement to the Card Account on the date of receipt of the payment, as follows:
- 5.10.1 firstly, to satisfy any due or unpaid interest charges;
- 5.10.2 secondly, to satisfy any due or unpaid fees or charges; and
- 5.10.3 thirdly, to reduce the outstanding amount ("principal debt").
- 5.11 ***Any payment made into the Card Account will only be credited once we have received the amount. You acknowledge that processing of payments may result in crediting of the Card Account being delayed. Card Holders may not be able to draw against certain deposits (for example, bills, cheques, debit orders) to their Card Account until the deposits have been paid and we have received the funds, even if the account has already been credited with the amount of the deposit. It may take up to 10 (ten) days before such funds are cleared for payment. If we do not receive the funds for any reason, we may reverse the credit. We will not accept any post dated cheques or any cheques made out to any party other than us.***

- 5.12 *All payments are deemed to be received by our offices in Johannesburg. Processing delays may result in a payment not reaching us on the same day as you or the Card Holder make it. We consider a payment to have been received by us only once we receive the payment into the Card Account. The risk of any payment being intercepted, lost or stolen while in transit to us remains yours until we receive it.*
- 5.13 *Card Transactions made in foreign currencies will be shown on your Invoices in South African Rands calculated at the prevailing rates of exchange at the time when such charges are received by us plus an exchange handling charge.*
- 6 **INTEREST**
- 6.1 *If you have accepted liability for the Card Holders' indebtedness and any amount due is not paid within 25 (twenty five) days from the Invoice date you will be liable to pay us interest on all such Overdue Amounts at a rate of 2% (two percent) per month, or such other maximum rate that may be prescribed from time to time by the NCA. The interest shall be reckoned from the day following the Due Date of the amount concerned until the date of payment, both days inclusive, and shall be –*
- 6.1.1 *due and payable immediately; and*
- 6.1.2 *calculated on a daily basis on the outstanding balance and charged monthly in arrears.*
- 7 **YOUR RIGHT TO TERMINATE**
- 7.1 You may terminate this Agreement at any time by paying an amount ("Settlement Amount") equal to the aggregate of –
- 7.1.1 *the unpaid balance of the outstanding amount on the Primary Card Account and Card Account as at that date ("Settlement Date"); and*
- 7.1.2 *all unpaid interest and all other fees and charges due or payable in terms of this Agreement up to and including the Settlement Date.*
- 7.2 *If you would like an Invoice of the Settlement Amount, we will provide such Invoice, either orally or in writing, within 5 (five) Business Days of your request to do so.*
- 7.3 *The Invoice reflected in clause 7.2 above will only be binding for the date stated and will not include any Card Transactions effected or processed on or after this date and for which you will also be liable.*
- 7.4 *Any Card Transactions effected or processed on or after settlement of the Card Account will still be your responsibility.*
- 8 **CANCELLATION OF THE CARD, SUSPENSION AND/OR CANCELLATION OF THE PRIMARY CARDACCOUNT AND/OR CARD ACCOUNT**
- 8.1 The Card will always remain our property, and without losing any right to any claim which we may have against you, we have the right to –
- 8.1.1 *suspend the Card at any time if you are in default under the Agreement; or*
- 8.1.2 *demand the return of the Card, cancel or repeal the Card in the event that the Primary Card Account or Card Account is closed.*
- 8.2 We may –
- 8.2.1 *suspend the Primary Card Account and/or Card Account at any time if you are in default of this Agreement; or*
- 8.2.2 *close the Primary Card Account and/or Card Account by giving written notice to you at least 10 (ten) Business Days before the relevant account will be closed.*
- 8.3 *As soon as the Primary Card Account and/or Card Account is closed, you must destroy all the Card(s) immediately by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card. You must destroy the Card so that it cannot be used again and return the destroyed Card to us with the letter requesting closure of the Primary Card Account, Card Account or the cancellation of the Card.*
- 8.4 You will be responsible to recover a Card if –
- 8.4.1 *a Card Holder leaves your employment for any reason; or*
- 8.4.2 *we have withdrawn or suspended a Card; or*
- 8.4.3 *you request us to close any Card Holder's Card Account that has been opened at your request; or*
- 8.4.4 *you request us to cancel a Card; or*
- 8.4.5 *for any reason, the Primary Card Account or Card Account has been closed.*
- 8.5 *If you have accepted liability for the indebtedness of any Card Holder you will remain responsible for any outstanding balances and purchases until the Card has been returned to and received by us.*
- 8.6 *A Card that is not destroyed correctly may still be used. If a Card is used after the Card Account and/or Primary Card Account has been closed, you will be liable and be held responsible for the Card Transactions.*
- 9 **CREDIT BUREAU(X) AND CREDIT INFORMATION**
- 9.1 You acknowledge and agree that we may provide the following information to any registered credit bureau(x) –
- 9.1.1 *details provided by you in your application;*
- 9.1.2 *details of the conduct on your Primary Card Account;*
- 9.1.3 *details of any adverse information as defined in the NCA. In respect of such adverse information, we will give you at least 20 (twenty) Business Days notice of our intention to provide the credit bureau(x) with this information;*
- 9.1.4 *details of the transfer of our rights under this Agreement to another person; and/or*
- 9.1.5 *any other details as may be required by law.*
- 9.2 *The credit bureau(x) will provide a credit profile and possibly a credit score on your creditworthiness. You have the right to contact the credit bureau(x) to have your credit record with it disclosed and to request the correction of inaccurate information. The names and contact details of the credit bureau(x) will be made available to you on request.*
- 9.3 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Card Account or the Primary Card Account that gives us reasonable cause to suspect that such accounts are being used for improper purposes. The SAFPSS may in turn make this information available to other members of the SAFPSS if they carry out credit or other checks on your name.
- 10 **DEFAULT ADMINISTRATION CHARGES AND COLLECTION COSTS IN RESPECT OF THE CARD HOLDER**
- 10.1 In the event of this Agreement becoming an Incidental Credit Agreement –
- 10.1.1 we will levy default administration charges in respect of each letter we need to write to the Card Holder. Such charges will be equal to that payable in respect of a registered letter or demand in an undefended action in terms of the Magistrate's Court Act together with necessary expenses incurred in delivering such letter; and
- 10.1.2 we will charge (and the Card Holder will pay) in respect of enforcement by us of his payment obligations under this Agreement, all costs incurred by us in collecting any amount due and/or payable in terms of this Agreement in terms of –
- 10.1.2.1 the Supreme Court Act 59 of 1959;
- 10.1.2.2 the Magistrate's Court Act;
- 10.1.2.3 the Attorneys Act 53 of 1979;
- 10.1.2.4 the Debt Collector's Act 114 of 1998, as the case may be, but excluding any default administration charges.
- 11 **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 11.1 You warrant and represent to us on the date on which you sign this Agreement and every day thereafter for the duration of this Agreement that –
- 11.1.1 you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 11.1.2 the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;
- 11.1.3 all information that you provided to us in connection with this Agreement is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to approve this Agreement;
- 11.1.4 you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in clause 12 below has occurred or is occurring;
- 11.1.5 you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable:-
- 11.1.5.1 delivering, on time to the Companies and Intellectual Property Registration Office, signed versions of your annual (consolidated) financial statements in respect of each financial year, in accordance with the provisions of the Companies Act 61 of 1973 or any other applicable laws. If you are not required by statute to submit annual financial statements you will conform with the requirements set out in the Close Corporations Act 69 of 1984 or any other applicable laws when required to submit such statements; and
- 11.1.5.2 all environmental laws and responsibilities; and
- 11.1.6 where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time.
- 11.2 You must:-
- 11.2.1 tell us immediately if you are placed under an administration order, become insolvent, or have any form of legal disability. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us; and
- 11.2.2 where applicable, ensure that the benefits payable under any insurance policies referred to in this Agreement will be sufficient to replace the property or assets covered thereby.
- 12 **IMPLICATIONS OF DEFAULT AND PROCESS TO BE FOLLOWED**
- 12.1 Default in terms of this Agreement will occur if:
- 12.1.1 you and/or the Card Holder fail to pay any amount payable to us under this Agreement on the Due Date; and/or
- 12.1.2 there is a material deterioration in your you and/or the Card Holder's financial position. For purposes of this clause, "material deterioration" means material deterioration in our reasonable opinion; and/or
- 12.1.3 the interest and/or costs and/or fees and/or charges are debited to an account, and there are insufficient funds available, in the Card Account to be debited, to meet these amounts when they become due and payable; and/or
- 12.1.4 you and/or the Card Holder fail to comply with any legislation and/or regulations applicable to this Agreement and your and/or the Card Holder's activities including but not limited to any environmental laws or responsibilities and, where applicable, any company legislation; and/or
- 12.1.5 you and/or the Card Holder breach any of the terms and conditions of this Agreement or any Agreement in terms of which you and/or the Card Holder provided collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; and/or
- 12.1.6 any representation or warranty made in connection with this Agreement or any other documents supplied by you and/or the Card Holder are materially incorrect or false; and/or
- 12.1.7 any representation, warranty or assurance made or given by you in connection with your and/or the Card Holder's application for this Card or any information or documentation supplied by you and/or the Card Holder is, in our opinion,

- materially incorrect; and/or
- 12.1.8 where applicable, any person who furnished collateral to us in respect of the Agreement:
- 12.1.8.1 commits any breach of his obligations to us in terms of that Agreement;
- 12.1.8.2 fails to satisfy their suretyship commitment when requested to do so; or
- 12.1.8.3 delivers to us written notice of termination of their liability under their suretyship; and/or
- 12.1.9 you, the Card Holder or any person who furnished collateral in respect of the Agreement -
- 12.1.9.1 being a natural person -
- 12.1.9.1.1 publishes notice of the voluntary surrender of his estate or dies;
- 12.1.9.1.2 is placed under administration or commits an act of insolvency as defined in the Insolvency Act 24 of 1936;
- 12.1.9.1.3 has any application or other proceedings brought against or in respect of him in terms of which he is sought to be sequestered or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; and/or
- 12.1.9.2 not being a natural person -
- 12.1.9.2.1 is wound up, liquidated, dissolved, deregistered or placed under judicial management, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event;
- 12.1.9.2.2 is deemed to be unable to pay its debts;
- 12.1.9.2.3 resolves that it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against it; and/or
- 12.1.10 where applicable, a court grants a garnishee order attaching part of a surety's income to settle any amount owing by the surety; or
- 12.1.11 the proceeds from the realisation of any collateral held for this Agreement are insufficient to repay all amounts owing to us and, despite us requesting repayment of the full amount owing, you have failed to repay this remaining settlement amount.
- 12.1.12 you, the Card Holder or any person who furnished collateral in respect of this Agreement compromises or attempts to compromise with its creditors generally or defer payment of debts owing by them to their creditors; or
- 12.1.13 any representation, warranty or assurance made or given by you and/or the Card Holder in connection with your and/or the Card Holder's application for this Card or any information or documentation supplied by you and/or the Card Holder is, in our opinion, materially incorrect; or
- 12.1.14 you and/or the Card Holder generally do or omit to do anything which may affect our rights in terms of this Agreement; or
- 12.1.15 judgment of a competent court against you or the Card Holder, or any person who furnished collateral for you for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued.
- 12.2 If you and/or the Card Holder are in default, and the Agreement is regarded to be an Incidental Credit Agreement under the NCA, we may -
- 12.2.1 give you and/or the Card Holder written notice of such default and may propose that you and/or the Card Holder 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 repayments up to date;
- 12.2.2 commence legal proceedings to enforce this Agreement, if -
- 12.2.2.1 we have given you and/or the Card Holder notice as referred to in clause 12.2.1 above or we have given notice to terminate any debt review process under section 86 of the NCA which may then be underway in respect of this Agreement; and you and/or the Card Holder have been in default under this Agreement for at least 20 (twenty) Business Days; and
- 12.2.2.2 at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 12.2.1; and
- 12.2.2.3 in the case of a notice in terms of clause 12.2.1 you and/or the Card Holder -
- 12.2.2.4.1 have not responded to that notice; or
- 12.2.2.4.2 have responded to the notice by rejecting our proposal;
- 12.2.3 claim such legal costs as may be permissible in law, in recovering any amount that you owe to us, which include legal costs on the so-called attorney and client scale, collection charges and tracing fees, and Value Added Tax (VAT) thereon.
- 12.3 **If the Agreement is not subject to the NCA and you are in default and this Agreement as set out in clause 12.1, we will be entitled to:**
- 12.3.1 **institute proceedings against you for payment of all amounts**
- 12.3.2 **then owing by you to us; and/or**
- 12.3.2 **take possession of all Cards which are our property, without prejudice to any claim for damages which we may have against you arising from the default.**
- 12.4 **In the events referred to in clause 12.1, we shall also be entitled to claim such legal costs as may be permissible in law, in recovering any amount that you owe to us, which include legal costs on the so-called attorney and client scale, collection charges and tracing fees, and Value Added Tax (VAT) thereon.**
- 12.5 The above default clauses and default procedure will not apply if:
- 12.5.1 you and/or the Card Holder generally do or omit to do anything which may cause us to suffer any loss or damage; or
- 12.5.2 we in any way know or suspect that:
- 12.5.2.1 the Card Account and/or the Primary Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or
- 12.5.2.2 you are involved in any illegal or terrorist activities. In these circumstances we may, on notice to you, terminate our Agreement and call for immediate repayment of all amounts owing by you to us.
- 12.6 **If we close, restrict activity or suspend access to your Card Limit or your Card Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.**
- 13 SEVERABILITY**
- The parties (you and us) agree that the setting aside or suspension of any provision contained in this Agreement shall not render this Agreement void but such provision shall be severed from the Agreement or altered by a court of competent jurisdiction (if it is reasonable to do so having regard to the Agreement as a whole).
- 14 JURISDICTION**
- In terms of section 45 of the Magistrate Court Act you consent, for purposes of us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having jurisdiction in the area in which you reside or work notwithstanding the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.
- 15 MALFUNCTION OF ELECTRONIC FACILITIES**
- 15.1 **You acknowledge that our services may be unavailable due to interruptions in and maintenance to our electronic communications network or power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.**
- 15.2 **Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.**
- 16 ADDRESSES FOR NOTICES**
- 16.1 You choose, as the address for serving legal notices in terms of this Agreement ("notice address"), your address set out in "A" of Application Form 3.
- 16.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal address provided in your application for this Diners Club Corporate Card Account, or any address advised in terms of clause 16.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 16.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.
- 16.4 Any notice -
- 16.4.1 sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or
- 16.4.2 sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or
- 16.4.3 delivered by hand will be deemed to have been received on the day of delivery; or
- 16.4.4 sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
- 16.5 Notwithstanding anything to the contrary contained in this clause 16, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address.
- 16.6 Where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your post office box number.
- 16.7 Diners Club chooses the address below as the address at which all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to us:
- 16.7.1 35 Symons Road
Auckland Park
2092
Fax: 011 482 6993
- 17 DEBT COUNSELLOR**
- If the Card Holder experiences difficulty in paying his Card Account, we invite him to contact us without delay. The Card Holder has the right to apply to a debt counsellor to be considered for an

order to be declared over-indebted. The Card Holder should inform us immediately if he makes such an application.

18 GENERAL

- 18.1 Each term of this Agreement is separate from the other. If any term is found to be defective or unenforceable for any reason by any competent court, then the remaining terms will be of and continue with full force and effect i.e. all provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable whether due to voidness, invalidity, illegality, unlawfulness or for any other reason, shall, only to the extent that it is so unenforceable, be struck out (treated as pro non scripto) and the remaining provisions of this Agreement shall remain of full force and effect. The parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 18.2 This Agreement constitutes the entire Agreement between the parties in relation to the subject matter thereof. Neither party shall be bound by any express, tacit or implied term, representation, warranty promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.
- 18.3 You must ensure that you, at all times, comply with legislation and other laws applicable to this Agreement.
- 18.4 A certificate signed by any of our managers specifying the amount owing by you and further stating that such amount is due, owing and payable by the you to us, shall be sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.
- 18.5 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 18.6 To the maximum extent permitted by law, any relaxation or indulgence we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.
- 18.7 You must immediately notify our Member Services Centre at 0860-346377 (or any other number which we notify you of) if –
- 18.7.1 your bank account is closed or any details thereof change;
- 18.7.2 you register a new name or convert from a close corporation to a company; or
- 18.8 It is your responsibility to ensure that we have received the notices referred to in clause 18.7.
- 18.9 To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede all or part of our rights and/or delegate all or any part of our obligations under this agreement, either absolutely or as collateral to any person, even though that cession and/or delegation may result in a splitting of claims against you.
- 18.10 You may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.

19 CONFIRMATION AND UNDERTAKINGS BY PRIMARY ACCOUNT HOLDER

You confirm that –

- 19.1 Diners Club has explained the terms and conditions of this Agreement to you and you understand your rights and obligations under the Diners Club Corporate Card Account. You have been informed that you can refer any further questions you may have to the Diners Club at any time. You are aware of the importance of all the terms printed in bold;
- 19.2 where you have accepted liability for the Card Holder's indebtedness, you can afford the monthly Card Limit, interest payments and the fees referred to in this Agreement;
- 19.3 we have not made you an offer which would automatically have resulted in an Agreement had you not declined the offer;
- 19.4 you have not been required or induced to enter into any supplementary Agreements or documents other than those comprising this Agreement;
- 19.5 we have not induced, harassed or forced you to enter into this Agreement;
- 19.6 since your application for a Card, there has been no deterioration in your financial position;
- 19.7 you have the necessary legal capacity to enter into this Agreement;
- 19.8 you are not subject to judicial management order;
- 19.9 you have not resolved to voluntarily begin business rescue proceedings and no any business rescue proceedings have commenced against you;

19.10 this Agreement was completed in full at the time when you signed it;

19.11 you acknowledge that you have been free to secure independent advice in respect of the contents of this Agreement;

19.12 save as provided in clauses 3.4 and 3.5 above, any agreed changes to this Agreement –

- 19.12.1 will be made in writing and signed by both you and us; or
- 19.12.2 if the changes are recorded telephonically, we will provide you with written confirmation of the change, we will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement.

20 CONFIRMATION AND UNDERTAKINGS BY CARD HOLDER

You confirm that –

- 20.1 Diners Club has explained the terms and conditions of this Agreement to you and you understand your rights and obligations under the Card Account. You have been informed that you can refer any further questions you may have to the Diners Club at any time. You are aware of the importance of all the terms printed in bold;
- 20.2 you can afford the monthly Card Limit and interest payments and the fees referred to in this Agreement;
- 20.3 you have fully and truthfully disclosed your income and expenses to us and have fully and truthfully answered all our requests for information leading up to the conclusion of this Agreement;
- 20.4 you have not been required or induced to enter into any supplementary Agreements or documents other than those comprising this Agreement;
- 20.5 we have not made you an offer which would automatically have resulted in an Agreement had you not declined the offer;
- 20.6 we have not induced, harassed or forced you to enter into this Agreement;
- 20.7 since your application for a Card, there has been no deterioration in your financial position;
- 20.8 you are not under debt counselling or subject to debt review, nor have you applied for debt review as at the date when you signed this Agreement;
- 20.9 you have the necessary legal capacity to enter into this Agreement and no court has declared you mentally unfit;
- 20.10 you are not subject to any administration order referred to in section 74(1) of the Magistrates' Court Act or any sequestration or judicial management order;
- 20.11 this Agreement was completed in full at the time when you signed it;
- 20.12 you acknowledge that you have been free to secure independent advice in respect of the contents of this Agreement; and
- 20.13 save as provided in clauses 3.4 and 3.5 above, any agreed changes to this Agreement –
- 20.13.1 will be made in writing and signed by both you and us; or
- 20.13.2 if the changes are recorded telephonically, we will provide you with written confirmation of the change, we will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement.

21 DATA PROTECTION

- 21.1 We may collect and Process your Personal Information to:
- 21.1.1 open, administer and operate your Account;
- 21.1.2 provide any combination of services, analysis, advice or intermediary service linked to your Account to you;
- 21.1.3 monitor and analyse the conduct on your Account for credit, fraud, compliance and other risk related purposes; and
- 21.1.4 carry out statistical and other analyses to identify potential markets and trends, and to develop new products and services.
- 21.2 We may also:
- 21.2.1 Process and further Process your Personal Information within the Group for the above purposes; and
- 21.2.2 disclose your Personal Information to any person who provides services to us or acts as our agents or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Account. Some of these persons may be located in countries outside of the Republic of South Africa. We ask persons who provide services to us to agree to our privacy policies if they need access to any personal information to carry out their services.
- 21.3 We will at all times remain responsible for determining the purpose of and means for Processing your Personal Information.
- 21.4 We are required by various laws, including FICA and FAIS, to collect some of your Personal Information.
- 21.5 Without your Personal Information we may be unable to open or continue to offer Services to you.
- 21.6 Our address is stated in clause 16.7 in this Agreement.



Member Service Centre
0860-DINERS (346377) or
e-mail: custserv@dinersclub.co.za

Gauteng (Head office)
35 Symons Road,
Auckland Park 2092
Private Bag X67,
Auckland Park 2006
Tel: 011 358 8400
Fax: 086 111 5092

Western Cape
Madison Place, Alphen Park
Constantia Main Road,
Constantia
PO Box 788, Constantia 7848
Tel: 0860-DINERS (346377)
Fax: 021 794 8185

KwaZulu-Natal
8 Nollsworth Crescent,
Nollsworth Park
La Lucia Ridge Office Estate,
4052
PO Box 47237, Greyville 4023
Tel: 0860-DINERS (346377)
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