



TERMS & CONDITIONS

The terms and conditions as set out hereunder become binding on your use of the Motor License Renewal Service at African Bank Limited (registration number: 2014/176899/06) (inclusive of any of its affiliates) ("African Bank", "the Company", "us", "we" or "our") for the first time and constitute a binding agreement between the Company and you, as the user. The current version, as offered by African Bank, shall be the conditions that govern our respective rights and obligations each time that you access the Motor License Renewal Service.

Motor License Renewal services

The Motor license renewal services are subject to application procedures and approvals, which the Company may accept or reject, in its sole discretion. All services provided by the Company are governed by the Company's terms and conditions, prior to completing the application process.

Nature of information on the marketing collateral

The information should be treated as an invitation to do business with the Company. All applications processed by you are subject to final approval by the Company. On your application being processed, a consultant, agent or employee of the Company will contact you to acquire any further information that may be needed and to finalise the required written documentation. All information contained on the agent website is provided "as is" and should not be treated as the Company's terms and conditions. You should consult your own professional advisors before relying on any information on this collateral.

Customer communications

You acknowledge that the Company may use email and notices upon application, as the Company's main communication tool for all communications relating to this service, or these terms and conditions.

An email message will be considered by the Company to be sent: -

- by you, at the time when the Company is capable of accessing your message.
- by the Company, at the time when the message is shown as having been sent, or if not so shown, at the time shown on the Company's computer system as having been sent.

An email message will be considered by the Company to be received: -

- by you, on the message becoming capable of being retrieved by you.
- by the Company, on the Company confirming receipt thereof to you, or responded thereto, whichever is the earlier.

Amendment to these conditions

The Company may amend these terms and conditions from time to time. By accessing this service, you are bound to the version of the terms and conditions published at the time of use of the service. You agree to view the current version each time you access the service.

Linked third party sites



The Motor License Renewal service may contain links to other third-party websites with information and material produced by other parties. While the Company tries to provide links only for reputable websites, the Company cannot accept responsible or liability for the information provided on other websites.

No one may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking) for this service or any subsidiary pages before receiving prior written approval from the Company, which approval may be declined, in the Company's sole discretion or may be granted subject to certain conditions. Where the Company fails to respond to your request within five business days, you may consider your request as having been declined. Breach of these conditions entitles the Company to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to the Company on an attorney and own client scale.

The Company's intellectual property

The Company shall at all times retain all copyright and other intellectual property rights in and to its material, including logos and other graphics and multimedia works published on or via the social media platforms. You are authorised to print such printouts, provided that:

- the material is used for the purposes of considering use of the motor license renewal services and for no other commercial purposes.
- any reproduction of the Company's proprietary material as contained by the Company's, or any part thereof must include the Company's copyright notice in its entirety.

The logos and trademarks shown on this marketing collateral are the Company's registered and unregistered trademarks or that of third parties. Nothing on this marketing collateral should be construed as granting any license or right to use any trademark without the Company's prior written permission and/or that of third parties concerned, as the case may be. You may not, without the Company's prior written permission, use the intellectual property of the Company or that of third parties for any other purposes. Irrespective of the existence of copyright, the Company is the proprietor of all material for this service, whether it constitutes confidential information or not.

Transmission of information

The Company has attempted to limit the risks inherent in communicating via the Internet, by the implementation of its privacy and security policy. The provisions of the Company's privacy and security policy may be viewed on the company website. Notwithstanding the implementation of this policy, the Company is not capable of preventing unlawful activities by unscrupulous persons and as such, you accept that the Company cannot be held liable for any loss, harm or damage suffered by you as a result. To limit these risks, the Company may request independent verification of any information transmitted by you via the website or email from time to time.

Termination, suspension and limitation



The Company may modify, suspend or discontinue its service, whether temporarily or permanently, without notice. The Company may further impose limits or conditions on the access to certain services, features or functions.

No warranties or representations

The Company gives no warranties or representations of any nature. The Company does not warrant that the services will be error-free or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. The Company expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

How disputes will be resolved

Where any disputes arises in connection with the service, or the use thereof, such dispute will be submitted to and decided by arbitration. Such arbitration will be held with only the parties and their representatives present at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, South Africa. The arbitration will be governed by the rules of the Arbitration Foundation in terms of South African law and will be heard by an arbitrator or arbitrators appointed by the foundation. Either party will be entitled to have the award made an order of court of competent jurisdiction. Notwithstanding the aforesaid, either party may approach a court of competent jurisdiction where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction.

Capacity to enter into agreements

You hereby warrant to the Company that you have the required legal capacity to enter into and be bound by contractual terms. Where you are an un-emancipated minor, you require the assistance of your legal guardian, when accessing this service and being bound by these conditions.

Domicilium citandi et executandi

Our chosen address for any legal notice is: -

Group Legal department
African Bank, Head office
59 16th Road
Halfway House
Midrand

Applicable law and jurisdiction

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa.

General provisions

The headings of the clauses in the terms and conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms or the conditions. No failure or delay to exercise any of the Company's rights will be construed as a waiver of any such right, whether



this is done expressly or implied, nor will it affect the validity of any part these conditions or prejudice the Company's rights to take subsequent action against you. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by law.

By accepting these Terms and Conditions you agree to the following as set out by the Company:

1. The Company does make use of third-party agents, and all vehicle licence renewals are processed through RenewOnline Pty Ltd.
2. Applications can only be processed for vehicles registered and licensed in South Africa.
3. This service allows for licence renewals processing during the company business Hours only, all other queries can be directed to: queries@renewonline.co.za.
4. The third-party agent's system does not allow for assistance of vehicles licensed predating 30-04-2016.
5. The user agrees that all information provided is true and correct and done with the sole permission of the registered owner of the vehicle. The Company and third-party agent will not be held responsible or take responsibility for information that was provided incorrectly by the applicant or clients.
6. A vehicle licence disc can remain blocked by the Government Official e-Natis system even if the licence fee has been paid for and implemented in the following events: Enforcement Order, Other Unlicensed Vehicles, CRW Required, Outstanding Fees, Admin Mark and Clearance Required. No refund may be granted in on or more of these events as the yearly licence fee of the vehicle has been successfully paid for and implemented on the Government official e-Natis system irrespectively whether a disc was issued or not.
7. The Company and third-party agent will do their utmost to assist with the vehicle licence renewal, however, our system cannot determine whether a disc will be blocked beforehand due to: Enforcement Order, Other Unlicensed Vehicles, CRW Required, Outstanding Fees, Admin Mark and Clearance Required. Unfortunately, this information is only accessible once the renewal has been processed whereby you will be informed thereof by Renewonline.
8. The Company and third-party agent cannot be held responsible if the re-issuing of your licence disc is blocked due to an AARTO Enforcement Order, Other Unlicensed Vehicles, CRW Required, Outstanding Fees, Admin Mark and Clearance Required. If you are not sure if you have any outstanding Enforcement Orders, please visit the AARTO website: online.aarto.gov.co.za.
9. The Company and third-party agent are not liable for any blocked renewals owing to CRW Required and the Roadworthiness of such a vehicle if a client submits his/her renewal two weeks prior to the expiration of the Roadworthy Certificate. The Licence renewal period for a vehicle owner is sixty days following the issuance of a Roadworthy certificate. The Company and third-party will not be held liable if a owner submits a renewal request shortly before the Roadworthy



certificate expiration date and any complications with the renewal cause a delay in the renewal procedure.

10. In the event that a renewal disc was initially blocked, it is the responsibility of all applicants and clients to reselect all affected vehicle records that remained unissued on their behalf doing so grants Renewonline the legal authority to process the transaction.
11. No refund can be done on a licence transaction once the licence has been paid for.
12. The actual vehicle licence fee amount may differ from the amount paid as per Invoice. If the actual fee per the Licence Department is for some or other reason more, you will be liable for the payment thereof.
13. The third-party agent system automatically calculates your vehicles yearly licence renewal fee by utilising the vehicles Category, Tare and Expiry date which is supplied by the user. If one or more of this information is supplied incorrectly, it will result in our system supplying the incorrect amount payable. The amount generated will be stated on your Invoice. The Company and third-party agent may not be held liable for any inaccurate Invoicing if the incorrect information was provided on the system by the user.
14. If a reference other than what is stated on the website or in an email is used when making an EFT payment, third-party agent and/or its employees are not liable if the payment is not allocated on time and if extension fees apply.
15. Each generated Invoice is only valid within the month of which it was generated. Vehicle licence renewal rates accumulate monthly which will result in an increased licence fee each new month.
16. In the event whereby credit is due, the company or third party will refund customers via means of EFT after 30 working days of receiving the customers banking confirmation letter in written email correspondence.
17. If for some or other reason the company or third-party are unable to assist a client with his/her vehicle licence renewal. A full refund will be granted towards the client inclusive of the admin and delivery fees which were paid.
18. A delivery and convenience fee will be charged per cart checked out irrespective if you renew one or more vehicles per cart. Ensure that all vehicles to be renewed are added and accepted from one cart to avoid paying more delivery fees than necessary. If each vehicle is checked out on different carts, you will be liable to pay each delivery fee independently. A refund will not be granted in the event whereby more than one vehicle is renewed independently on the same day.
19. Before requesting the consumer to pay additional delivery fees, the third-party agent will attempt to deliver the parcel to the customer three times.
20. The third-party agent may not keep sensitive documentation, and all documentation must be returned to the owner. The third-party agent may only withhold documentation in a secure location in the event whereby all fees has not been paid in full for the service delivered to its client.
21. Accounts must be settled in full before licence disc will be released and delivered.
22. The Company and the third-party may contact or message users with market related material.