

Standard Terms and Conditions

Credit Facility (Overdraft)

In terms of section 93 of the National Credit Act 34 of 2005 ("NCA")

These are the Standard terms and conditions that will apply to your Overdraft Facility with African Bank. It is very important for you to read this document and understand what your rights and obligations are. If you do not understand any of these terms and conditions when you read this document please speak to your branch consultant or contact our Consumer Service Call Centre on: 0861 111 011.

Right to reasons for credit being refused

On my request, African Bank must, in writing, provide me with the dominant reason for refusing to enter into a credit agreement, offering me a lower credit limit than the one I applied for, refusing a request from me to increase the credit limit under an existing credit facility, or refusing to renew an expiring credit facility.

Right to receive documents in official language

I am entitled to request delivery of any particular document in the manner selected by me in an official language that I read and understand, to the extent permitted by section 63 of the NCA. Where I elect to receive a document in person at a location other than the business premises of African Bank, African Bank shall be entitled to recover the delivery costs from me.

Cost of credit

African Bank will charge interest on the balance of the amount outstanding under my Overdraft Facility from time to time, at a variable rate as reflected in the Pre-Agreement Statement and Quotation for Small and Intermediate Credit Agreements, Credit Facility Overdraft ("Pre-Agreement and Quote"). This Overdraft Facility is linked to my My World Account and is subject to the Overdraft Limit specified in the Pre-Agreement and Quote. The Overdraft Facility is a revolving demand facility and I may use all or any part of the total Overdraft Facility, up to the Overdraft Limit. Interest will be calculated on my daily balance and will be added to the outstanding balance under my Overdraft Facility once a month (capitalised monthly in arrears.) African Bank will charge fees, interest and charges in terms of the NCA, for the operation of the Overdraft Facility. In addition I will be responsible for any statutory levies, taxes as well as any fees or charges that may be charged for the utilisation of ATM or POS (point of sale) services.

All fees, charges, statutory levies, and taxes will be debited to my My World Account. Interest or finance charges will accrue on the average daily balance outstanding under the Overdraft Facility from the date on which the Overdraft Facility (or any part thereof) is used or any cash advances or purchases are made. African Bank may at its sole discretion vary any interest rate or amount of any charge or fee payable under this credit agreement subject to the appropriate legally prescribed notice period. Where any interest rates or amounts are subject to amendment, African Bank will give me written notice no later than 30 (thirty) days after the day on which the change in the variable rate takes effect, setting out the new rate payable under this credit agreement, the new reference rate, as well as any further prescribed information. The variable rate of interest charged by African Bank is calculated in terms of a formula that has a fixed relationship to a reference rate and such reference rate is the ruling South African Reserve Bank Repurchase Rate ("Repo rate"). Certain fees and charges set out in the Pre-Agreement Statement and Quote will be levied in respect of this Overdraft Facility for the duration of the credit agreement whether I use the Overdraft Facility or not. These fees and charges will be debited to my My World Account on the day of

the month set out in the Pre-Agreement and Quote. To the extent that Value Added Tax is payable in respect of any costs or charges, such costs or charges will be inclusive of Value Added Tax.

Default and acceleration

Any amount that is in default, arrears or overdue under this credit agreement will bear interest at the same rate agreed to and set out in the Pre-Agreement and Quote and such interest will be calculated daily and capitalised monthly. I understand that if I die, commit any act of insolvency, fail to make at least the Minimum Payment each month as set out in the Cost of Credit section of the Pre-Agreement and Quote or if I exceed my Overdraft Limit for 90 days, I will be in default of my obligations under this credit agreement, the full amount outstanding will immediately become due, owing and payable and African Bank may cancel or suspend my Overdraft Facility and will have the right to terminate this credit agreement by following the default administration process set out in the paragraph titled "Termination by African Bank" below. In such event I will be liable to pay African Bank default administration charges and collection costs in terms of the NCA which are as follows:

- the costs of each registered letter of demand sent to me which may not exceed the amount payable for a registered letter of demand in an undefended action in terms of the Magistrate's Court Act, 1944 as well as African Bank's reasonable and necessary expenses incurred to deliver such letter of demand, eg postage or delivery costs; and
- African Bank's attorney and client legal costs, as taxed by the Magistrate's court, incurred as a result of any breach of the credit agreement and/or as a result of African Bank having to enforce its rights against me in terms of this clause and all other costs as provided for by the NCA.

Early settlement & right to terminate my credit facility

I may download a settlement quote from the website or mobile application. I understand that I can settle the outstanding balance of my Overdraft Facility, and or cancel this Overdraft Facility at any time without giving notice to African Bank by paying the settlement amount set out in the settlement quote which will be the total outstanding balance, together with any unpaid interest charges and all other fees and charges, calculated up to the date of payment.

Repayment

I will pay the full outstanding amount owing under this Overdraft Facility (in other words, 100% (one hundred percent) of the amount utilised) (inclusive of all charges, fees and interest payable). Payment is due immediately upon utilisation of the Overdraft Facility or any part thereof. My income must be deposited into my My World Account each month. All outstanding amounts under this Overdraft Facility will be automatically debited from any positive balance standing to the credit of my My World Account from time to time. In order to avoid default I will deposit the Minimum Payment of at least 5% of my balance outstanding including interest and fees each month. If I fail to deposit the Minimum Payment of at least 5% of the balance outstanding within 30 days of the day of the month specified in the Pre-Agreement and Quote, then I will be in default under this credit agreement and African Bank will have the right to cancel or suspend my Overdraft Facility and terminate the credit agreement by following the default administration process set out in the paragraph titled "Termination by African Bank" below.

I will not withhold any payments that I am obliged to make to African Bank, in terms of this credit agreement, on the basis that I may have another claim against African Bank. I have the right, at any time, to repay African Bank an amount that is greater than the amount due. If I fail to make at least the Minimum Payment as set out in the Cost of Credit section of the Pre-Agreement and Quote, I will be in default with my agreement and African Bank may suspend my Overdraft Facility which will prevent me, as

well as any associated card user(s), from using the My World Account and I will immediately become liable to pay African Bank the full outstanding amount under my Overdraft Facility. Any payment that I make will be used to firstly settle any due or unpaid interest (arrears interest), secondly to satisfy any due or unpaid fees or charges (including legal costs, default administration charges, collection costs, service fees, etc.) and thirdly to reduce the amount of the principal debt.

Termination by African Bank

African Bank will be entitled to terminate this credit agreement if I am in default after a default notice has been given to me advising me of my rights as more fully set out below. In the event that I fail to make the Minimum Payment as set out in the Cost of Credit section of the Pre-Agreement and Quote, I will be in default with my agreement and African Bank may cancel or suspend my Overdraft Facility. If I am in default I may contact African Bank and African Bank may in its sole and absolute discretion agree to make alternative payment arrangements with me to bring my payments up to date. If I have exceeded my Overdraft Limit for more than 90 days African Bank may institute legal action against me by following the default administration process set out in this paragraph, which could result in a court granting a judgment against me and I understand that my property could be attached and sold and/or a portion of my salary could be attached to recover the outstanding amount. This would mean that I would have a bad credit record.

If I do not pay any amounts payable in terms of this credit agreement on or before the due date, African Bank will draw my attention to this default by delivering a written notice to me at my physical (street) address as set out in the Pre-Agreement and Quote via registered mail or to an adult person present at the time of delivery at my physical (street) address.

Such default notice will set out –

- the details of my default;
- the period in which I will be required to remedy the default by making payment of all outstanding amounts; and
- my rights to refer this credit agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombudsman with jurisdiction, with the intention of resolving any disputes or developing and agreeing on a plan to bring the payments under this credit agreement, up to date.

The following will serve as proof of delivery of the default notice contemplated above–

- a written confirmation by the postal service or its agent of delivery to the relevant post office; or
- the signature or identifying mark of the person present at my physical (street) address at the time of delivery of the notice.

If I fail to respond to the written notice or if I reject African Bank's proposal, and should 10 (ten) business days have lapsed after delivery of the notice and where I have been in default under this credit agreement for at least 20 (twenty) business days, African Bank will be entitled, without prejudice, and in addition to any other rights which African Bank may have in terms of law and this credit agreement, to institute legal action against me for either –

- the payment of the outstanding amounts due at that point of time;
- to claim, immediate payment of the full outstanding balance in terms of the credit agreement, irrespective of whether or not such amounts are due at that time or not; or to terminate this credit agreement and retain all payments already made by me and recover payments of any damages from me as prescribed under the NCA.

Termination of Overdraft Facility

African Bank will be entitled to terminate this credit agreement and cancel or suspend the Overdraft Facility by giving me at least 10 (ten) business days written notice of its intention to terminate the credit agreement. Upon the termination of this credit agreement, for whatever reason, I

will be unable to use my Overdraft Facility. African Bank has the right to continue debiting the My World Account or any other bank account specified by me with the monthly deductions to settle any arrears interest and / or transactions effected before or after the termination or suspension of the Overdraft Facility until my account has been settled in full. My liability (and the liability of all other persons, if any, in whose name the My World Account is maintained) to African Bank under this credit agreement for any balance due to African Bank will continue, until it is settled in full.

Spending and/or Credit Limits

African Bank has set an overall credit limit ("Overdraft Limit") in respect of the Overdraft Facility, which is set out in the Pre-Agreement and Quote. I agree that I, together with any supplementary cardholder(s) or account holders will not exceed the Overdraft Limit set by African Bank. African Bank may refuse to authorise transactions on my My World Account if I have exceeded the Overdraft Limit on the Overdraft Facility. If African Bank accepts a transaction that results in me exceeding the Overdraft Limit, it does not mean that African Bank has extended or increased the Overdraft Limit on any permanent basis and I am obliged to immediately bring the Overdraft Facility in line with the Overdraft Limit granted to me.

African Bank may in their discretion and at any time, decrease the limit of the Overdraft Facility. I will be notified at least 5 (five) business days before African Bank decreases the Overdraft Limit in terms of this credit agreement.

I may at any time, give African Bank written notice to their address set out in the Pre-Agreement and Quote or via the mobile application asking that African Bank reduce the Overdraft Limit on the Overdraft Facility and setting out the maximum Overdraft Limit that I am prepared to accept.

African Bank will give me notice of the new credit limit, which will not be more than the maximum Overdraft Limit set out in the notice and African Bank will notify me of the date on which the new Overdraft Limit will take effect (not more than 30 (thirty) business days after receipt of the notice).

Conclusiveness of Documents and Certificates

Any of African Bank's records relating to any transactions utilising my Overdraft Facility with my signature and / or PIN are conclusive evidence of their accuracy and authenticity and shall be binding on me for all purposes, unless I prove otherwise.

Extent of African Bank's Rights

African Bank shall be entitled at any time and without notice to me to combine or consolidate the balances in any of my accounts maintained with African Bank and / or set off or transfer any sums that my account is in credit, towards the repayment of sums owed by me to African Bank, regardless of whether African Bank has terminated the use of the Overdraft Facility or my My World Account and / or whether the balance owed to African Bank has become due or payable.

Additional Benefits, Services and Programmes

African Bank may provide additional services, benefits or programmes in connection with the Overdraft Facility. Such additional services where provided, do not form part of African Bank's legal relationship with me and African Bank may withdraw or change these services at any time without notice to me. Those additional services, benefits or programmes may be subject to their own terms and conditions, a copy of which will be supplied to me.

Payment and Deduction Due Dates

My first payment will become due, owing and payable immediately on the day I utilise my Overdraft Facility or any part thereof and all interest, fees and charges become due, owing and payable on the day of each and every month specified in the Pre-Agreement and Quote .("Payment Due Date").

Addresses for receiving of documents

Any document that either party wishes to send to the other must be sent to the address set out in the Pre-Agreement and Quote. If such document is:

- Sent by ordinary mail in a correctly addressed envelope to the other party's chosen address, it will be considered as received on the 7th (seventh) day after posting (unless the contrary is proved); or
- Delivered by hand to a responsible person during ordinary business hours at the other party's chosen address, it will be considered as received on the day of delivery; or
- Transmitted by telefax to the chosen telefax number set out above or sent by electronic mail to the chosen email address, it will be considered as received on the date of transmission (unless the contrary is proved)

Any document actually received by a party will be an adequate written notice or communication to that party, even though it was not sent to or delivered at the chosen address. Either party may change their address by delivering to the other party a written notice of the new address by hand, registered mail, or electronic mail.

Statements

I may request a statement of account at any time or I may download a copy of my latest statement from the website or mobile application. African Bank will also send me a statement at least once a month to either my email or physical (street) address. If I believe there is a mistake on the statement, I must write to African Bank or visit a branch within 60 (sixty) days of the date of this statement, and if I fail to do so, then African Bank will treat my statement as correct.

Confidentiality

Unless African Bank is obliged to do so by law, it will not disclose any of my confidential information without my express consent or instruction. I consent to African Bank disclosing, reporting or releasing any fraudulent information or information relating to any unlawful activity relating to me to the South African Fraud Prevention Services (SAFPS) and / or any similar organisation or bureau, as well as reporting or releasing any credit information relating to me to any credit bureau.

Credit Bureau

Despite my rights to the protection and treatment of my personal information as confidential, African Bank is compelled by the NCA to report the following information to a credit bureau/s when I conclude, amend or terminate this credit agreement –

- my initials and surname or full name and surname;
- my residential address and telephone number;
- my South African identity number or passport number and date of birth;
- the details of my employer and if I am self-employed or unemployed then a statement to that effect;
- the Overdraft Limit under this credit agreement;
- the particulars of any previously existing credit agreements that were terminated or satisfied in connection with this credit agreement;
- the amount and date on which payments are due under this credit agreement;
- the date on which your obligations will be fully discharged if this Agreement is fully complied with; and
- my application for credit, the opening and termination of any account details, of this credit agreement (including without limitation, my My World Account), including the manner in which I conduct my Overdraft Facility or any other information as requested from time to time, (for example "late payer" or "non-payer").

Using the information listed above, the credit bureau may then compile a credit profile and a possible credit score in relation to my creditworthiness. The details of the current credit bureaus to which African Bank will send this information are set out in the Pre-Agreement and Quote.

I have the right to access and challenge these credit records and information by;
contacting the credit bureau directly; having my credit record disclosed; and
correcting any inaccurate information.

Certificate

A certificate, signed by a manager employed by African Bank (whose appointment need not be proved), reflecting the outstanding amount that is due owing and payable by me to African Bank will be sufficient proof of my indebtedness to African Bank for the purposes of provisional sentence, summary judgement or any other proceedings, unless I am able to prove otherwise.

Legal costs

If African Bank has to institute any legal proceedings against me for the purposes of recovering any debt that is due, owing and payable by me to African Bank, then I agree that I will pay all African Bank's legal costs, on an attorney and client scale including tracing fees, collection commissions and all other costs that African Bank may incur

Miscellaneous

I understand that in order for African Bank to maintain and improve the quality of the services it provides to its customers any telephone calls that are made by or to its customers are recorded. I give my consent to African Bank to record any telephone call between us. I agree that I will promptly notify African Bank, in writing or telephonically, of any change in my address, telephone number, employment or banking details. I also agree that I will immediately notify African Bank if I should become insolvent, be placed under administration or have any other form of legal disability. Although I am required to comply strictly with all the obligations in terms of this credit agreement, African Bank shall have the right, in its absolute discretion, to defer or waive any amount payable by me in terms of this credit agreement as contemplated in section 95 of the NCA.

Administration/Sequestration

My estate is not subject to debt review and is not under administration, nor am I an un-rehabilitated insolvent. I further confirm that I am not aware and nor do I contemplate any application to place my estate under debt review or administration during the repayment of this credit agreement.

I am aware that I have the right to apply to a debt counsellor to be declared over-indebted if African Bank has not instituted action against me to enforce this credit agreement.

The debt counsellor will require that I pay an application fee. My application for debt review must be served on the debt counsellor who will provide me with an acknowledgment of receipt and who will notify African Bank and all credit bureaus of the application. The debt counsellor will determine whether I am over-indebted and make certain determinations as prescribed in the NCA. African Bank has the right to participate in the process if it is one of the parties affected by my application.

If I am in default and I have applied for debt review, then African Bank may at least 60 (sixty) business days after my application for debt review give notice to me, the debt counsellor and the National Credit Regulator of African Bank's intention to terminate the debt review. However, African Bank may not give a notice to terminate the debt review if the application for debt review has already been filed with the National Consumer Tribunal.

Assignment

African Bank will be entitled to sell, cede, assign, or otherwise transfer (whether outright or as security) all or any of its rights, and / or delegate all or any of its obligations, under this credit agreement, to any one or more third parties and / or to re-transfer all or some of those rights and / or obligations to African Bank, in each case, without any further consent and without prior notice to me, and despite any resultant splitting of claims against me.

Jurisdiction

I agree that any legal proceedings that African Bank intends bringing against me, as a result of this credit agreement, may be brought in the Magistrate's Court and I consent to the jurisdiction of the Magistrate's Court.