

CAPFIN IS A DIVISION OF CENTURY CAPITAL (PTY) LTD.

TERMS AND CONDITIONS (NCRCP74)

Herewith the Terms and Conditions of Loan Agreement (in terms of section 93(2) of the National Credit Act No. 34 of 2005 ("the Act")) for CAPFIN, a division of Century Capital (Pty) Ltd ("CAPFIN"). These Terms and Conditions form part of and are to be read together with the voice-recorded Pre-Agreement Statement and Quotation and Loan Agreement. Any reference to "agreement" hereunder will mean the voice-recorded Pre-Agreement Statement and Quotation and Loan Agreement together with these Terms and Conditions.

1. INTRODUCTION

1.1 CAPFIN is registered with the National Credit Regulator ("NCR") and subscribes to the National Credit Act.

1.2 Should you wish to lodge a complaint you can contact the NCR on 0860 627 627 or CAPFIN on 087 354 0000.

1.3 The agreement is concluded once CAPFIN accepts your offer and approves your loan application. The granting of the loan is entirely within the discretion of CAPFIN.

1.4 Any amendment made to the agreement will only be legally binding once CAPFIN has notified you in writing of such amendment.

2. PAYMENT SCHEDULE

The payment schedule attached to these Terms and Conditions sets out the information relating to the loan amount accepted and approved and must be read as part of this agreement.

3. INTEREST RATE AND FEES

3.1 The interest rate is fixed for the duration of the agreement and is calculated on the daily balance and capitalised monthly (added to the outstanding loan balance) on the last day of the month.

3.2 In the event that an arrears amount exists on your account due to non-payment or late payment, the interest rate applicable to such amount in arrears shall not exceed the maximum interest rate applicable to your agreement under the NCA.

3.3 Should CAPFIN change the interest rate, the amount of fees or charges applicable to your account or the frequency or time of payment of a credit fee or charge as provided for in the NCA, CAPFIN will notify you in writing by way of SMS of the proposed change/s at least 5 business days before such change is implemented.

3.4 CAPFIN is entitled (with or without notice to you) to waive its entitlement to a portion of any initiation fees due and payable in respect of new loans when granting new loans to certain categories of customers (such categories to be determined by CAPFIN in its absolute and sole discretion which may include existing customers). Any such waiver by CAPFIN of its rights to charge full initiation fees will not alter or amend the nature of this credit agreement.

4. PRE-AGREEMENT DISCLOSURE

4.1 You have the right to delay concluding this agreement by 5 business days in order to consider the terms of the agreement.

4.2 If you elect, within the above 5 business day period, to conclude the proposed agreement, the agreement will be on the same terms (and at or below the interest rate and cost) as originally discussed during your telephonic conversation with our call centre.

4.3 Interest will be charged from the date that the money is paid to you by CAPFIN and not from the date that you made the offer to conclude the loan agreement in the telephonic conversation with our call centre.

5. REPAYMENT

5.1 Once the loan amount has been paid into your bank account, you will be responsible for repayment of the total amount as stipulated in the agreement (being the loan amount together with interest and all other charges such as administrative costs).

5.2 You will furnish a debit order in respect of any amount payable under the agreement and you consent to the following:-

5.2.1 CAPFIN will raise a debit order to your account to collect your instalments on the instalment date or on such other date as your employer may deposit your salary;

5.2.2 Where your instalment date is on the day following a public holiday, CAPFIN will raise the debit order on the previous business day;

5.2.3 Where your instalment date is on the last day of the month, CAPFIN will raise the debit order on the previous day of that month;

5.2.4 Where your instalment date is on the 1st of the month, CAPFIN will raise the debit order on the 30th of the previous month;

5.2.5 Payment Instructions due in December may be debited against your account on the 4th of December, unless otherwise agreed between the parties;

5.2.6 PLEASE NOTE where any of these instalments are due on a weekend, Monday or public holiday, CAPFIN will raise the debit order on the previous business day;

5.2.7 The reference on your bank statement for all CAPFIN debit orders will be CAPFIN;

5.2.8 If there are insufficient funds available to deduct your instalment, CAPFIN will be entitled to track your account and represent the instruction for payment as soon as sufficient funds are available in your account.

5.3 Should your account fall into arrears, you will furnish a debit order in respect

of any amount payable under the agreement and you consent to the following additional terms:

5.3.1 Where your instalment date is between the 2nd to the 14th, CAPFIN will raise the debit order on the 25th of the previous month;

5.3.2 Where your instalment is on the 15th, 23rd, 24th, CAPFIN will raise the debit order on the previous business day;

5.3.3 Where your instalment date is between the 25th and 1st, CAPFIN will raise the debit order on the 23rd of the month;

5.3.4 PLEASE NOTE where any of these debit orders are raised on a weekend, Monday or public holiday, CAPFIN will raise the debit order on the previous business day.

5.4 You are expected to repay the full contractual amount in monthly instalments via debit order for the period specified in the agreement by the due date. Should there be a problem with the debit order, the onus is on you to make alternate payment arrangements prior to the instalment due date to prevent penalty interest or legal costs being applied to the account.

6. CAPFIN'S RIGHT TO TERMINATE THE AGREEMENT

If you fail to make any payment punctually, you agree that CAPFIN may immediately claim the entire amount you owe in terms of the agreement from you (which includes, without limitation, loan amounts, arrear interest and any other monies owing against the outstanding loan amount). In these circumstances, CAPFIN may enforce the agreement by taking the following steps:

6.1 CAPFIN may advise you in writing or by way of SMS that you are in default and propose that you refer the agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction in order to resolve any dispute under the agreement or agree on a plan to bring the payments up to date.

6.2 If you have been in default for at least 20 business days and at least 10 business days have elapsed since CAPFIN sent you notice as set out in 6 and you have not responded to the notice, or have responded by rejecting CAPFIN's proposals, CAPFIN may approach a court for an order to enforce the agreement.

6.3 You may at any time before CAPFIN has cancelled the agreement, remedy your default by paying to CAPFIN all amounts that are overdue, together with CAPFIN's permitted default charges and reasonable costs of enforcing the agreement up to the time you remedy your default.

7. STATEMENTS

You agree to receive a quarterly statement of account which will be delivered to you by ordinary mail or by email to the posted or email address as provided by you in this agreement. CAPFIN will, at your request, provide you with a statement setting out all charges levied, all payments made and the balance outstanding.

8. EARLY SETTLEMENT

8.1 You consent to the following:

8.1.1 To contact CAPFIN in person to obtain a settlement quote in the event that you want to settle your loan before the end of its term. You acknowledge that no third party will be allowed to settle your loan on your behalf.

8.2 You are entitled to terminate this agreement at any time by settling the outstanding loan balance ahead of schedule at any time, with or without prior notice to CAPFIN. The amount required to settle the loan account is the total of the unpaid balance of the principal debt and the unpaid interest charges and other fees and charges payable up to the settlement date.

8.3 You will only pay a pro rata share of the interest for the time you have had the money if you settle the loan amount ahead of schedule.

8.4 Despite having received a settlement value from CAPFIN, you remain responsible for making sure that all amounts due by you to CAPFIN (including without limitation, interest charges and administrative costs) have been settled in full.

9. LOAN AGREEMENT DEFAULT

If you do not comply strictly with the rules set out in this agreement, commit any act of insolvency, are sequestrated, make any untrue statements or representations, fail to disclose any information that is pertinent to the loan application or do anything that may prejudice the rights of CAPFIN, CAPFIN may, without prejudice to any other right that may accrue to CAPFIN, claim the full amount outstanding which includes, without limitation, the loan amount, arrear interest or any other monies owing against the outstanding loan amount. In these circumstances the procedural steps set out in 6 above shall apply.

10. JURISDICTION

In terms of section 45 of the Magistrates' Court Act, 32 of 1944, you hereby consent that CAPFIN may institute any legal proceedings that have to do with this agreement or your account, in the Magistrates' Court. You consent that we may institute action in any Magistrates' Court, which, in terms of section 28 of the Magistrates' Court Act, has jurisdiction over you. If we have to go to court for any reason related to this agreement, you will have to appear in the Magistrates' Court. We can however choose to institute action against you in any court having jurisdiction.

11. DEFAULT ADMINISTRATION AND COLLECTION COSTS

11.1 Should you be in arrears with your monthly instalments and should CAPFIN take steps to enforce the agreement in terms of the Act, you shall be liable for all default

administration charges and collection costs incurred by CAPFIN or its appointed collections agent, including collection commissions, costs of an attorney and such other reasonable expenses incurred by CAPFIN or its appointed collections agent, in enforcing this agreement (such as telephone calls and letters to you), subject to the provisions of the Act.

11.2 CAPFIN will not, nor its appointed collections agent attempt to collect any amounts for costs exceeding costs allowed for in terms of the Act, Magistrates' Court Act No. 32 of 1944, the Supreme Court Act No. 59 of 1959 or the Debt Collectors Act No. 114 of 1998.

12. ADDRESSES

12.1 You choose the address as stated in the agreement as the address at which you will accept service of legal documents and notices.

12.2 If you have an address change, you are responsible for informing CAPFIN of the new address either in writing or telephonically as soon as possible.

12.3 CAPFIN's chosen address and contact detail for all purposes under this agreement is as follows, namely: telephone number 087 354 0000 or SMS 'CASH' to 43679, postal address PO Box 6507, Parow East, 7501 and physical address at 1 Industrie Street, Kuils River, 7580.

13. CERTIFICATE

A certificate signed by a CAPFIN manager (who need not prove that appointment), will be sufficient proof of the balance outstanding under the loan and any other terms of the loan, unless proven otherwise.

14. CESSION

CAPFIN reserves the right, at any time and without notice to you, to cede any or all of its rights in and/or claims against you to a third party elected by CAPFIN. By acceptance of this agreement, you hereby irrevocably and unconditionally consent to such cession.

15. WHOLE AGREEMENT

The terms of this agreement are the complete and full terms of the agreement between you and CAPFIN and there are no additional unspoken or implied terms and conditions, unless amended by agreement and in terms of 1.4 above.

16. MARKETING OPTION

When applying for a loan from CAPFIN, you are entitled to request to be excluded from any or all of the following:

16.1 Telemarketing campaigns conducted by or on behalf of CAPFIN;

16.2 Marketing and customer lists that are sold or distributed by CAPFIN, other than as required by the Act;

16.3 Any mass distribution of email or SMS messages.

You will be requested to exercise this right during the loan application process. The options you select will appear on the payment schedule attached to this agreement. You're entitled at any time to contact CAPFIN and request that the options selected by you be amended.

17. PERSONAL INFORMATION CONSENT

17.1 You consent to:

17.1.1 The processing of your personal information ("PI") by CAPFIN, companies in the CAPFIN group, companies in the Pepkor group and any of their operators, commercial partners, agents and sub-contractors (who may be outside South Africa) on condition they will keep such information confidential;

17.1.2 The collection of your PI from any other sources to add to the PI which CAPFIN has about you;

17.1.3 CAPFIN group companies, Pepkor group companies and its commercial partners using your PI and communicating with you regarding products, services, research and special offers that may be of interest or value to you (marketing).

17.2 If you choose to be excluded from direct marketing campaigns, you must advise CAPFIN in writing or register a block on the relevant registry which CAPFIN is bound by law to recognise. CAPFIN will not charge you a fee to update this request on its systems. CAPFIN will give effect to any changes requested by you as soon as reasonably possible.

18. CREDIT ENQUIRY AND REPORTING

18.1 You consent to CAPFIN conducting a credit enquiry about you and confirming your details with any credit bureau, credit provider or third party and providing your PI including the manner in which you conduct your account to:

- credit risk management services (including credit bureaux); and/or
- crime prevention agencies.

18.2 CAPFIN may transfer and share your PI and information about your loan application, termination and non-compliance with this terms and conditions to the following credit bureaux:

TransUnion Credit Bureau (Pty) Ltd T: 0861 482 482 Email: contactcentreadmin@transunion.co.za
Experian South Africa (Pty) Ltd T: 011 799 3400 Email: consumer@experian.co.za

Compuscan Information Technologies (Pty) Ltd T: 021 888 6000 Email: info@compuscan.co.za
XDS (Xpert Decision System) T: 011 645 9100 Email: info@xds.co.za

19. YOUR RIGHTS

19.1 In terms of the NCA you have the right to:

- contact a credit bureau;
- have your credit record disclosed;
- correct inaccurate information listed at a bureau;
- resolve a complaint by way of alternative dispute resolution or file a complaint with the NCR or make an application to the National Consumer Tribunal ("the Tribunal");
- apply to a debt counsellor to be declared over-indebted in terms of the NCA and to have your debt obligations rescheduled.

19.2 The contact details of the NCR and the Tribunal are as follow:

NCR T: 0860 627 627 F: 011 805 4905 E-mail: complaints@ncr.org.za Website: www.ncr.org.za
National Consumer Tribunal T: 012 683 8140 F: 012 663 5693 Website: www.thenct.org.za

DECLARATION AND AUTHORISATION BY APPLICANT

I, the applicant declare and agree that:

The information that I have provided for the purposes of concluding this agreement is true and correct;

I have not taken up any further credit other than that which already existed at the time I applied for this loan from CAPFIN;

CAPFIN can add outstanding amounts, relating to my previous loans which have not been settled, to my new loan balance and adjust my monthly repayments on my new loan in accordance with my new loan balance;

Where instalments are deducted from my bank account, I may not close the bank account unless I have informed CAPFIN of the change and CAPFIN has agreed to it and I will make sure that my salary is paid into the indicated account until the entire loan (together with all administrative charges and interest) has been repaid;

Notification in terms of Section 72 (l) of the National Credit Act may be given to me by way of sms;

I will personally contact CAPFIN to obtain a settlement quote in the event that I want to settle my loan before the end of its term. I acknowledge that a third party may not settle my loan on my behalf;

By accepting this agreement I give CAPFIN permission to:

- Contact anyone to check that the information which I have provided for the purposes of concluding this agreement is correct;
- Obtain details from any party about my financial status and banking details, including my credit record and payment history;
- Give information about this loan to any party, including any credit bureau or National Loans Register;
- Disclose to a third party my credit record and payment history;

Disclose my PI in the following instances:

- where CAPFIN is legally compelled to do so;
- where it is in the public interest to disclose my PI;
- where disclosure is made at my request or with my written consent.

