



SMALL AGREEMENT IN TERMS OF SECTION 93(2) OF THE NATIONAL CREDIT ACT

You confirm that You have had adequate opportunity to read and understand the terms and conditions contained in this Credit Agreement between You and Us ("**this Agreement**"), and that You are aware of all the terms printed in bold.

1. **Pre-agreement statement and quotation:** The pre-agreement statement and quotation, the Quotation ("**the Quote**") must be read as part of this Agreement. The Quote is binding for 5 (five) business days.
2. **Duration of this Agreement:** As soon as You sign this Agreement, You must follow and abide by these terms and conditions. This Agreement will continue until You pay back all money owed to Us in terms of this Agreement.
3. **Payment details:** The details of all the payments You are to make, including the frequency, number of payments are set out in the Quote.
4. **Initiation Fee:**
 - 4.1 You have the option of paying upfront the Initiation Fee, detailed in the Quote.
 - 4.2 If You choose not to pay the Initiation Fee upfront, You instruct Us to capitalise the Initiation Fee and include it as part of the Principal Debt.

You elect to	Tick	You elect to	Tick
Pay the Initiation Fee upfront		Capitalise the Initiation Fee and pay it monthly	

5. **Statements:**
 - 5.1 We will provide you with a statement of account upon your request through our contact centre on email.
 - 5.2 You may at any time contact our Contact Centre on 0801 11 18 80 to request a statement.
6. **Early settlement:** You can settle the Principal Debt and all outstanding service fees and charges in full through a cash deposit into our bank account. Please see below account details:

ABSA Bank
 Accountholder: EasyPay Financial Services
 Account Number: 4052780939
 Branch Number: 632005
 Client Reference: ID Number

7. **Your right to terminate this Agreement:** You can only terminate this Agreement if You pay Us the Principal Debt and all outstanding service fees and charges.
8. **Our right to terminate this Agreement:** If You do not follow these terms and conditions, then We have the right to take the steps as set out in the Act and terminate this Agreement.
9. **Addresses for receiving of documents:** Your physical address that You have provided and Our address will be the addresses where You and Us will accept documents, legal notices and court papers relating to this Agreement. You must inform Us, by registered mail or by hand if You change Your address.
10. **Breach:**
 - 10.1 You will be in default of this Agreement if: (a) You fail to pay any amount payable to us under this Agreement on/by the due date or there are insufficient funds available in your EasyPay Everywhere account to meet the amounts that become due and payable. We may charge default administration charges and penalty interest at the maximum rates according to the law; (b) There is a material deterioration in your financial position and You are unable to pay any third party; (c) You fail to comply with any legislation or regulations that applies to this Agreement and to your activities, including any environmental laws or responsibilities, anti-money laundering regulations and regulations to combat the financing of terrorism; or (d) You breach any of the terms and conditions of this Agreement in any way.
 - 10.2 We may demand payment of the whole amount outstanding at any time if You are in default.
 - 10.3 We may commence legal proceedings if You have been in default under this Agreement and We have given you notice and You have not responded to that notice.
 - 10.4 We will not lose any of Our rights under this Agreement if We do not immediately and in every instance insist on Our rights. We always have the right to require monthly payments on time and in full, without deduction or set-off.
11. **Your warranties:**

You declare, warrant, represent and undertake to Us that You:

 - 11.1 **provided accurate, true and correct information to Us;**
 - 11.2 **have read through this Agreement and accepted all terms and conditions and received a copy thereof;**
 - 11.3 **will be able to satisfy the repayment obligations under this Agreement;**

- 11.4 have not applied for and no order has been given against You for sequestration;
- 11.5 do not have a pending debt review application or is under debt review or administration;
- 11.6 not in the process of applying to be declared over-indebted or instituting an application for an administration order will not use (or otherwise make available) the proceeds of this loan amount advanced for the purposes of financing, directly or indirectly, any terrorist or anti-money laundering activities; and
- 11.7 will not give or otherwise make available, directly or indirectly, the proceeds of any of this loan amount advanced to any other person or entity to use the proceeds for the purpose of financing any terrorist or anti-money laundering activities
- 11.8 are not involved in any illegal, terrorist or prohibited activities; and
- 11.9 none of Your bank accounts held with Us are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any applicable law.
12. **Consents and disclosures:**
- 12.1 You consent to Us – (a) carrying out identity and fraud prevention checks on You, and, in this regard, to collect information about You from third parties; (b) collecting, processing, retaining, storing, distributing and using your personal information including your special personal information, as defined in the Protection of Personal Information Act, 2014 (“POPI”), for the purposes of this Agreement, to further our legitimate business purposes, and to send marketing material from Us and our affiliates to You, if you elected to receive marketing material during registration; (c) providing your personal information to our successors in title, third party service providers, subsidiaries and affiliates or their successors in title for the express purpose of providing You with the financial services in this Agreement, to further our legitimate business purposes, and to send marketing material and in this regard You also consent to Us as well as the aforementioned parties storing and processing your personal information; (d) undertaking credit checks on You at such time that We deem necessary for the express purpose of providing You with the financial services in this Agreement.
- 12.2 You should familiarise yourself with what the terms “process”, “personal information” and “special personal information” mean, as these terms are set out in POPI.
- 12.3 We will be entitled to disclose your personal information where we are legally compelled to do so, or otherwise permitted to do so under applicable law.
13. **Complaints:** Your complaints may be directed to Us at 0801 11 18 80, a consumer court, an alternative dispute resolution agent or an ombud with jurisdiction.
14. **Cession:** You hereby agree that, to the extent permitted by law, We may, without further notice to You, cede and transfer all or any part of our rights and/or delegate all or any part of our obligations under this Agreement, to any person, even if that cession or delegation may result in a splitting of claims against you. You agree that You may not transfer your rights or delegate your obligations under this Agreement unless You have obtained our written consent.
15. **General:**
- 15.1 This Agreement constitutes the entire Agreement between You and Us. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in the Agreement, which will continue with full force and effect.
- 15.2 This Agreement is in all respects governed by the laws of the Republic of South Africa.
- 15.3 To the extent permitted by law, no special consideration we may give you will be seen as a waiver of any of our rights under this Agreement nor will it in any way affect any of our rights against You.
- 15.4 If You apply for insolvency proceedings, any amounts outstanding under this Agreement will immediately become due, owing and payable to Us.
- 15.5 **A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which You owe to us and stating that such amount is due, owing and payable by You to Us will, on its mere production, be sufficient proof of any amount due and/or owing by You in terms of this Agreement, unless the contrary is proved.**
- 15.6 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement

DEBIT ORDER AUTHORISATION

1. You authorise Us, our affiliates, holding company and/or subsidiaries or any of our designated agents to draw against Your account, on or after your grant or salary date, the monthly instalment until the loan amount has been repaid in full.
2. You confirm that the account information as provided above, is an account in Your name.
3. You will be liable for any claims, losses or damages of whatsoever nature arising out of debits made by Us to the account, should this account have insufficient funds, be incorrect or held in the name of any other person.
4. You understand that the details of the withdrawals hereby authorised by You will be reflected on Your transactional history.
5. Receipt of this instruction by Your bank shall be regarded as an instruction given by You personally.
6. You acknowledge that this authority may be ceded or assigned to a third party if the basis for Your indebtedness recorded herein is also ceded or assigned to that third party