



CASH ADVANCE TERMS AND CONDITIONS

You confirm that you have had adequate opportunity to read and understand the terms and conditions contained in this Agreement, and that You are aware of all the terms printed in bold.

1. **The Agreement:** This Agreement is between You and EasyPay Financial Services Proprietary Limited ("Us", "We").
2. **Cash Advance:** If You qualify for a cash advance, you can apply and receive a cash advance to a maximum of R500.00 (five hundred rand) which amount may be reviewed from time to time by Us.
3. **Fees and Interest:** We will not charge any fees or interest on the cash We advance to You.
4. **To Qualify:** In order to receive a cash advance You must:
 - 4.1 Have an EasyPay Everywhere bank account
 - 4.2 Receive a permanent grant issued by the South African Social Security Agency (SASSA). Please note You do not qualify if you only receive a temporary grant such as Social Relief of Distress (SRD) grant, Temporary Disability and the like.
 - 4.3 Have received at least 1 (one) grant payment into Your EasyPay Everywhere bank account;
 - 4.4 Not have an existing EasyPay loan;
 - 4.5 Not have had an EasyPay loan in the last 6 (six) months or more;
 - 4.6 Not have received a cash advance previously. and
 - 4.7 Consent to authorise Us to debit Your account via electronic means for the duration of this Agreement.
5. **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 the cash advance in full.
6. **Payment Details:** You will pay back the cash advance to Us within 3 (three) months in equal instalments, on or before the due date. If You do not pay back the cash advance in 3 (three) months, then You understand that You will likely not qualify for a loan with Us and You may have a negative credit rating.
7. **Statements:** We will provide You with a statement of account on or before the last day of every month for the duration of this Agreement You will ensure that if You change Your contact details You will let Us know immediately.
 - 7.1 You may at any time contact our Call Centre on 0801 11 18 80 to request a statement.
8. **Early settlement:** You can pay back the cash advanced to You before the end of the 3 (three) months with no penalty fees. Please see below account details:

ABSA Bank

Accountholder: EasyPay Financial Services

Account Number: 4052780939

Branch Number: 632005

Client Reference: ID Number

9. **Your right to terminate this Agreement:** You can only terminate this Agreement if You pay Us the full amount of the cash advanced to You.
10. **Our right to terminate this Agreement:** If You do not follow these terms and conditions, then We have the right to take legal action and terminate this Agreement.
11. **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.
12. **Default:**
 - 12.1 You will be in default of this Agreement if:
 - 12.1.1 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;
 - 12.1.2 There is a material deterioration in your financial position and You are unable to pay any third party;
 - 12.1.3 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;
 - 12.1.4 You breach any of the terms and conditions of this Agreement in any way;
 - 12.2 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.
13. **Your warranties:**

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

 - 13.1 provided accurate, true and correct information to Us;
 - 13.2 has read through this Agreement and accepted all terms and conditions and received a copy thereof;
 - 13.3 will be able to satisfy the repayment obligations under this Agreement;

- 13.4 **have not applied for and no order has been given against You for sequestration;**
- 13.5 **do not have a pending debt review application or is under debt review or administration;**
- 13.6 **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 cash advance for the purposes of financing, directly or indirectly, any terrorist or anti-money laundering activities;**
- 13.7 **will not give or otherwise make available, directly or indirectly, the proceeds of any of this cash advance to any other person or entity to use the proceeds for the purpose of financing any terrorist or anti-money laundering activities;**
- 13.8 **are not involved in any illegal, terrorist or prohibited activities; and**
- 13.9 **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.**
14. **Consents and disclosures:**
- 14.1 **You consent to Us –**
- 14.1.1 **carrying out identity and fraud prevention checks on You, and, in this regard, to collect information about You from third parties;**
- 14.1.2 **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;**
- 14.1.3 **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;**
- 14.1.4 **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.**
- 14.2 You should familiarise yourself with what the terms “process”, “personal information” and “special personal information” mean, as these terms are set out in POPI.
- 14.3 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.
15. **Complaints:** Your complaints may be directed to Us at 0801 11 1880, a consumer court, an alternative dispute resolution agent or an ombud with jurisdiction.
16. **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.
17. **General:**
- 17.1 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.
- 17.2 This Agreement is in all respects governed by the laws of the Republic of South Africa.
- 17.3 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.
- 17.4 If You apply for insolvency proceedings, any amounts outstanding under this Agreement will immediately become due, owing and payable to Us.
- 17.5 **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.**
- 17.6 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 cash advanced to You 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.