

# Terms And Conditions

## DINERS CLUB SHARI'AH CARD TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. Cost of Credit: the pre-agreement statement and quotation/cost of credit section attached hereto as Part A, sets out the information relating to the total cost of the Charge Card Facility. The Card is issued to the Card Holder subject to Part A and the following terms and conditions.
- 1.2. You confirm that you have had an adequate opportunity to read and understand the terms and conditions contained in this Part B, and that you are aware of all the terms printed in bold. Please contact us if you need further explanation of anything referred to in this Agreement or related to the use of your Card. You may contact us at our email address [custserv@dinersclub.co.za](mailto:custserv@dinersclub.co.za) or speak to a consultant at a Diners Club Member Services at 0860 DINERS (346377).
- 1.3. This Card is a charge card, meaning that the full balance outstanding on the account is payable each month. It is not a credit card, and therefore the balance owing is not payable in instalments calculated over any extended period of time.

### 2. DEFINITIONS

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and plural words include the singular.

Word	Meaning
<b>Additional Card Holder</b>	a natural person who is issued an Additional Card which is linked to the Card Account, on your written request;
<b>Additional Card</b>	additional Diners Club personal Card(s) which are issued to Additional Card Holders and linked to the Card Account;
<b>Agreement</b>	the pre-agreement statement and quotation/cost of credit section (Part A), attached to and read together with these terms and conditions and read together with the Application Form and all letters and notices;
<b>Application Form</b>	the application form for a Card Account completed and authorised by you, including optional provisions for Additional Card Holders to be linked;
<b>ATM</b>	an automated teller machine;
<b>Automatic Exchange of Information ("AEOI")</b>	an initiative drawn up by the Organisation of Economic Co-operation and Development, (the OECD) and in terms of which numerous member countries including South Africa have agreed on the mutual exchange of information in respect of the accounts held at financial institutions by their respective national clients. It is a global tax reporting standard known as the Common Reporting Standard;
<b>Business Day</b>	any day other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;

<b>Card</b>	the Diners Club personal Primary Card and/or any Additional Cards (if any) which is/ are issued on the Card Account;
<b>Card Holder/you/your</b>	the person reflected in the Application Form being you and any Additional Card Holder(s), to whom Cards are issued by us;
<b>Card Account</b>	the charge card account opened in our books in your name in respect of this Agreement;
<b>Charge Card Facility</b>	the facility that is made available to you in terms of this Agreement;
<b>Charity Fund</b>	The non-permissible income (that is income derived in a manner that is not consistent with Shari'ah principles as interpreted by the SAC) fund established by Diners Club and where all amounts contemplated in clause 13 will be held for the benefit of charitable organisations to be determined by Diners Club from time to time;
<b>Collateral</b>	any security, indemnity or undertaking provided to us to secure the repayment of your Card Facility in terms of this Agreement;
<b>Collateral Providers</b>	each person and/or entity who is to provide Collateral to us in respect of the due performance by you of your payment and other obligations in terms of this Agreement and Collateral Provider means any one of them as the context may indicate;
<b>Collection Costs</b>	the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;
<b>Common Monetary Area</b>	the Republic of South Africa, Kingdom of Swaziland, Kingdom of Lesotho and the Republic of Namibia;
<b>Compulsory Charity</b>	means the amount calculated in terms of clause 13 which is payable by you if you default on any payment obligations under this Agreement;
<b>CPA</b>	the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this Act;
<b>Credit Record</b>	your payment profile (your credit history) including adverse information on a credit profile held by a credit bureau;
<b>Default Administration Charges</b>	charges you must pay if default occurs in any payment obligation under this Agreement;
<b>Diners Club/we/us/our</b>	Diners Club (SA) Proprietary Limited (Registration number 1956/000068/07), and/ or its successors in title or assigns;
<b>Electronic Device</b>	a mechanical or automated device and its related software, that allows Transactions to take place and includes a point of sale device, the telephone, internet, fax machine, modem and an ATM;
<b>FAIS</b>	The Financial Advisory and Intermediary Services Act 37 of 2002, and all regulations promulgated in terms of this Act,
<b>FATCA</b>	Foreign Account Tax Compliance Act, a United States anti- tax evasion law in respect of which an intergovernmental agreement (IGA) was signed between the United States (US) Internal Revenue Service (IRS) and the South African Revenue Service, which has made the IGA binding law in South Africa;
<b>FICA</b>	the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this Act;

<b>Group</b>	our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
<b>IGA</b>	an intergovernmental agreement and terms of which the tax authorities of the US and South Africa have agreed on the mutual exchange of information in respect of the accounts held at financial institutions by their respective national clients;
<b>Islamic Financing Rate</b>	The financing rate used by The Standard Bank of South Africa Limited, which is benchmarked to the publicly quoted variable base rate of interest per annum (as certified in writing by any manager or director of The Standard Bank of South Africa Limited whose appointment or authority it shall not be necessary to prove and which certification shall be binding on the Parties absent manifest error) at which The Standard Bank of South Africa Limited lends on overdraft, as set out in our pricing schedule from time to time;
<b>Juristic Person</b>	a partnership, association or other body of persons, corporate or unincorporated, or a trust if there are 3 (three) or more individual trustees or if the trustee is itself a juristic person;
<b>Margin</b>	the agreed number of percentage points added to or subtracted from the Islamic Financing Rate;;
<b>Material</b>	means material in Diner's Club's reasonable opinion;
<b>Merchant</b>	a supplier of goods and services, and includes an ATM owner;
<b>Natural Person</b>	a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;
<b>NCA</b>	the National Credit Act 34 of 2005 and all regulations promulgated in terms of this Act;
<b>Overdue Amount</b>	an amount owing to us by you which is not paid on or before the Payment Due Date;
<b>Parties</b>	you and us and "Party" means any one of us as the context may indicate;
<b>Payment Authorisation</b>	the method by which you make Payments that are reflected on your monthly Statement and includes a debit order;
<b>Payment</b>	payment(s) made, or to be made, to us as are due by you, (including any compensation to the Compulsory Charity, costs, fees and charges that may be levied on the Card(s)), as reflected in the Statement;
<b>Payment Due Date</b>	the date 25 (twenty five) days from the Statement Date, on which date Payment is due and payable to us;
<b>Personal Information</b>	information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
<b>PIN</b>	a confidential personal identification number allocated to a Card;

<b>Primary Card</b>	the Diners Club personal Card issued to you and linked to the Card Account;
<b>Principal Debt</b>	the total amount owing to us at any time in terms of this Agreement, being the amount deferred in terms of this Agreement;
<b>Process</b>	any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; Processing and Processed will have a similar meaning
<b>Risk Factor</b>	The factor determined by us after have conducted a credit assessment as required by the NCA;
<b>SAC</b>	means the Shari'ah Advisory Committee appointed by Diners
<b>Sanctioning Body</b>	one or a combination of the following entities: the Office of Foreign Assets Control of the Department of Treasury of the United States of America , the United Nations Security Council, the European Union, and/or Her Majesty's Treasury, and any other sanctioning body as advised by us from time to time;
<b>Settlement Date</b>	the date on which all amounts due and/or payable to us are to be paid or are paid by you;
<b>Settlement Value</b>	the total unpaid balance on the Card Account, including, if applicable, any unpaid compensation to the Charity Fund and all other legally permissible costs, fees and charges due and/or payable in terms of this Agreement, up to and including the Settlement Date;
<b>Signature Date</b>	the date on which you enter into the Agreement;
<b>Shari'ah</b>	means Islamic Law as interpreted by the SAC;
<b>Statement</b>	a document reflecting the Transactions made on your Card Account up to the date of the statement, the full amount owing to us (including any compensation to the Charity Fund, costs, fees and charges that may be levied) and the Payment Due Date;
<b>Statement Date</b>	the date on which your Statement is created and printed or emailed;
<b>Transaction</b>	includes any transaction debited against your Card Account for transactions concluded with or without a Card, with a Card number, CVV and/or PIN, to pay for any goods or services or to transact using an Electronic Device;
<b>Transaction Fees</b>	the fees which we may charge for providing financial services to you, in connection with the routine transactional costs of administrating the Charge Card Facility and the Card Account and are available in the Diners Club separate pricing schedule (as amended from time to time);
<b>Transactional Limit or Reduced Transactional Limit</b>	the amount of the Charge Card Facility that is available for use by you in terms of this Agreement;
<b>Transaction Slip</b>	any documentation evidencing a Transaction; and
<b>Tribunal</b>	the National Consumer established by section 26 of the NCA;
<b>VAT</b>	value added tax charged in terms of the Value- Added Tax Act 89 of 1991 and all regulations promulgated in terms of this Act.

### 3. INTERPRETATION

- 3.1. Words defined will (for consistency) begin with a capital letter.
- 3.2. Where any number of Business Days is referred to in this Agreement, it will exclude the first day and include the last day.
- 3.3. If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 3.4. The singular includes the plural and vice versa and any gender includes the other gender.
- 3.5. All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- 3.6. If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.
- 3.7. All legislation mentioned in this Agreement includes legislation, regulations and subordinate legislation at the Signature Date and as changed or re-enacted from time to time.
- 3.8. Important clauses which may limit our responsibility or involve some risk for you will be in bold.
- 3.9. The use of all Cards is subject to the terms of the Agreement.

### 4. APPLYING FOR A CARD ACCOUNT

- 4.1. To apply for a Card Account, you must complete an Application Form and indicate your agreement in the format required by us at the time of the application.
- 4.2. We will ask for certain information and may need to verify such information before we can consider your Application Form. You must provide us with complete and accurate information.
- 4.3. Any application for a Card Account is subject to the assessments, policies, processes and regulations followed by us in providing you with the Transactional Limit, together with these terms and conditions regarding the use of the Cards, as amended from time to time. We will be able to activate the Card(s) for use, once we have approved the Card Account, any further requirements imposed by applicable legislation have been complied with, and the Card(s) have been issued and delivered.
- 4.4. If we are unable to activate the Card(s), we will inform you telephonically or in writing immediately, and refund any amounts already paid by you and received into the Card Account, within 30 (thirty) days of notification.
- 4.5. Your approval, in the format required by us at the time of the application, is required for any Additional Cardholder(s); as the Card(s) would be linked to your Card Account.
- 4.6. If we approve your application, you will be liable to us for all amounts debited to all the Card(s) whether or not the Transactions were authorised by you and/or the Additional Card Holder(s), subject to the "Unauthorised use of the Card and PIN" clause 9 below.
- 4.7. Card Holders must sign the Card(s) in clearly visible ink as soon as they receive them, in the space provided at the back of the Card(s). An unsigned Card(s) may not be used.
- 4.8. The Card(s) is/are not transferable and we will always remain the owner of the Card(s).

### 5. GRANT OF A CHARGE CARD FACILITY

- 5.1. You have accepted the Charge Card Facility as set out in Part A, which upon acceptance, forms part of this Agreement.
- 5.2. Additional Cards to other Cardholder/s will be issued at your request.
- 5.3. The use of all Cards is subject to the terms and conditions contained in this Agreement.
- 5.4. We will be able to commence with our services as agreed, once we have approved your application, and once any further conditions imposed by law have been complied with.
- 5.5. You may choose to accept delivery of the Card/s at your branch or at your chosen address, at a time to be agreed on between you and us.

### 6. PRINCIPAL DEBT

- 6.1. Every Transaction concluded with the Card (including any additional Cards linked to your Card Account) and any transfer of an amount from the Card Account will form part of the Principal Debt on which you will pay the Compulsory Charity if not settled on the Payment Due Date.
- 6.2. The issue of additional Cards will not affect the Transactional Limit we allow on the Card Account.
- 6.3. All amounts debited to the Card Account in terms of the Charge Card Facility granted to you, are repayable by you in the manner set out in this Agreement.

### 7. USE OF THE CARD

- 7.1. Only the authorised Card Holder may use their Card.
- 7.2. Each Card has an expiry date and is valid until the last day of the month shown on the Card. A new Card will be issued unless the Card Account has been suspended or closed, or you have requested in writing that a Card or an Additional Card not be issued.
- 7.3. Card Holders may use the Card(s) to pay for goods and services at Merchants who accept the Card.

- 7.4. The Card Holder may not use the Card(s) to directly or indirectly benefit any party against whom sanctions have been established by a Sanctioning Body.
- 7.5. The Card Holder may use the Card for Transactions. There are daily, weekly/ and/or monthly limits for all Transactions. We will advise you of these amounts telephonically and ask you whether you agree to the stated amounts. Your agreement will be recorded and binding, and form part of this Agreement.
- 7.6. The use of a Card by the Card Holder in a Transaction constitutes your authority to pay the Merchant and to debit the amount from the Card Account. Once the Card has been used to pay for goods and services, you will not be able to withdraw this authority, or instruct us to stop any payment that will be made to a Merchant for any Transaction; or reverse a payment which has already been made by us.
- 7.7. The Card(s) may not be used:
  - 7.7.1. beyond the Settlement Date; and
  - 7.7.2. at/for any Card Holder's own business (as a Diners Club Merchant).
- 7.8. When paying for goods and/or services, Card Holders must sign a Transaction Slip and/or use their PIN, whichever is required by the Merchant.
- 7.9. Card Holders will not have to sign a Transaction Slip when doing remote Transactions, such as ordering via mail. However, they may be asked for certain Card related information which they provide at their own risk.
- 7.10. The liability to pay us is effective when the Card or Card number is used for a Transaction. We do not need to provide signed Transaction Slips to prove this liability to us.
- 7.11. PINS are not issued on issuing of the Card. A PIN may be issued telephonically by us on your request or on the request of the Additional Card Holder in respect of the Additional Card.
- 7.12. A PIN allows Card Holders to purchase goods and/or services at a point of sale device and to use self-service banking facilities to effect Transactions such as depositing cash.
- 7.13. Card Holders can also effect certain other Transactions with a Card, which includes the purchase of fuel where credit cards are accepted. These types of payments, withdrawals and/or purchases do not attract loyalty programmes points, or other value added services for example Diners Club Miles, BA, Avios, or Voyager points.
- 7.14. If the Card Holder enters their PIN incorrectly on 3 (three) consecutive occasions at an ATM, all Transactions will be denied, the Card will be withheld by the ATM and a replacement Card will need to be ordered telephonically from us, and processing thereof may take up to five Business Days. You will be charged the standard replacement fee for the replacement Card.
- 7.15. If the Card Holder or any other person uses the PIN, we will treat the Transaction as an authorised Transaction and you will be liable for all and any Transactions.
- 7.16. You will be liable for all amounts on your Card Account, even if the Transactional Limit/ Reduced Transactional Limit is exceeded.
- 7.17. The record of a Transaction on a Statement will be sufficient proof that we have made payment to the Merchant for the Transaction.
- 7.18. You must ensure that:
  - 7.18.1. we are notified if any Card Holder intend to use the Card outside the Common Monetary Area;
  - 7.18.2. you familiarise yourself with the applicable exchange control rulings and regulations when using the Card(s) outside the Common Monetary Area. These rulings and regulations can be found on the South African Reserve Bank website as updated from time to time by them. We confirm that we must report Transactions that occur outside the Common Monetary Area, to the South African Reserve Bank;
  - 7.18.3. the Card is used for lawful Transactions and Shari'ah permitted Transactions. ; and
  - 7.18.4. the Card is not used to facilitate any payments for lotteries organised outside the Republic of South Africa and/or for purposes of any gambling accessed through the internet (more particularly as contemplated in the National Gambling Act 7 of 2004 and the Lotteries Act 57 of 1997).
- 7.19. The Card may be used by the Card Holder for personal spend only. We will not be liable to you in any manner, or for any loss which you or any third party may suffer in the event that the Card is used for business spend.
- 7.20. You will be liable for such business spend which we will deem authorised personal spend. We will not be liable to Card Holders if any Merchant does not accept the Card or if we refuse to authorise any Transaction.
- 7.21. Authorised refunds will always be made directly back onto the Card(s) itself and not as cash. No refunds in respect of goods returned to a Merchant will be credited to the Card Account unless, and until, the Merchant credits or pays such amount to us first.
- 7.22. If a debit transaction is disputed by you:
  - 7.22.1. you will still be liable for payment of the disputed amount on or before the Payment Due Date, regardless of such dispute;
  - 7.22.2. we will investigate the dispute raised by you, and if we determine that the disputed amount is not payable by you, such amount (and any compensation to the Charity Fund and charges thereon, where applicable) will be credited back to the Card Account.

## 8. LIMITATIONS BASED ON ANTI-TAX EVASION LAWS

- 8.1. It is very important to note that should a credit balance of the South African equivalent of more than 50 000 (fifty thousand) US Dollars at any time be made/held in your Card Account, we will need to make arrangements with you to return the full amount to you within a period of 60 (sixty) calendar days thereafter.
- 8.2. Should you wish to retain a credit balance greater than the South African equivalent of 50 000 (fifty thousand) US Dollars in your Card Account, or should you not assist us in refunding the amount, we will need to conduct a FATCA (or if applicable, an AEIOI) due diligence exercise on you for tax law compliance purposes. Should you not complete this due diligence exercise, your Card Account will be reportable to SARS as 'undocumented' in terms of the relevant tax laws.

## 9. UNAUTHORISED USES OF THE CARD AND PIN

- 9.1. You are responsible for the safekeeping and proper use of the Card(s) and any PIN allocated to the Card(s).
- 9.2. In the event that you wish to dispute an unauthorised Transaction or any part of it, or your Card is lost, stolen, or the PIN has become known to any other person, you must notify us immediately by contacting our office nationally on 0860-Diners (346377) or internationally on +27 11 358 8400 and follow this up by sending us written notice within 48 (forty eight) hours thereafter. We will stop the Card as soon as we have received the notification from you and will notify you that we have stopped your Card.
- 9.3. You will remain liable for all Transactions, including payments made/completed with the Card:
  - 9.3.1. before we received the required notification from you, unless you are able to prove to our satisfaction, that the Transaction was unauthorised;
  - 9.3.2. from the time that the Card was lost, stolen, or the PIN has become known to any other person, unless you are able to prove to our satisfaction, that your delay in reporting this to us was reasonable; and/or
  - 9.3.3. if the Card Holder's signature appears on the Transaction Slip evidencing use of the Card; and/or
  - 9.3.4. if we have evidence to establish that a Card Holder is responsible for the use of the Card.
- 9.4. Provided you immediately notify us telephonically as required in 9.2, you will not be held liable to pay for any further unauthorised Transactions that may take place within the 48 (forty eight) hours before we receive the written notice.
- 9.5. Any delay in reporting an incident referred to in this "Unauthorised use of the Card and PIN" clause will be regarded as negligence and you will be liable for such uses of the Card, unless you can prove otherwise.
- 9.6. You will be liable for any debt that may arise or may have arisen in terms of the provisions of this "Unauthorised use of the Card and PIN" clause.

## 10. COSTS, FEES AND CHARGES

- 10.1. A full list of Transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you from us. These fees together with any other applicable fees are also set out each year in our pricing brochure and on our website ([www.dinersclub.co.za](http://www.dinersclub.co.za)).
- 10.2. We may charge you a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the Principal Debt.
- 10.3. We may charge and recover any of the following fees, if applicable in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount – a Service Fee; Default Administration Charges; and Collection Costs.
- 10.4. Any Transactions which are honoured by us, any Compulsory Charity, costs, fees and charges that are due and payable by you which results in the Transactional Limit/Reduced Transactional Limit, where applicable, being exceeded, will be treated as a request by you, for a temporary increase of the Transactional Limit/Reduced Transactional Limit. You will be liable for payment of the full amount by which your Transactional Limit/Reduced Transactional Limit is exceeded, together with your Payment amount, both of which will be repayable on the Payment Due Date shown on your next Statement.
- 10.5. If you have elected to receive any additional benefits (for example, top-up travel insurance/Takaful) or elected to join the Club Miles, South African Airways or British Airways rewards program, your Card Account will be debited with any fees and charges that may be applicable in respect of those additional benefits.
- 10.6. If applicable, the monthly or annual Service Fee referred to in Part A, will be debited to the Card Account.
- 10.7. Unless stated otherwise, the costs, fees and charges referred to in this clause 10 are inclusive of VAT.
- 10.8. Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days setting out the particulars of the change.
- 10.9. Should we charge a fee in relation to the Card, which is less than any prescribed legal maximum if applicable, then we may at any time increase it by giving you written notice of the increase no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.
- 10.10. If the Card is used for cross-border international Transactions, the Card Account will be debited with a currency conversion fee (that is, a currency conversion fee we charge per Transaction made outside of the Common Monetary Area), and you will be required to pay such fee. Card Transactions made in foreign

currencies will be shown on your Statement in South African Rands calculated at the prevailing rates of exchange at the time when such charges are received by us plus a currency conversion charge.

- 10.11. The total of the amounts in Part A, in respect of the Service Fee, the Compulsory Charity, as well as Default Administration Charges and Collection Costs which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.

## 11. AUTHORITY TO DEBIT YOUR CARD ACCOUNT

All Transaction fees will be charged at the time of the Transaction while all other costs, fees and charges in respect of this Agreement will be debited to your Card Account on the Statement Date. You will remain liable for any amounts owing until your Card Account is Credited.

## 12. MONTHLY STATEMENTS AND PAYMENTS

- 12.1. Each month we will provide you with a Statement (unless no amount has been debited or credited to your Account during that time), which Statement will be emailed or posted to you, depending on the delivery method you have requested in writing.
- 12.2. You may request us to send you additional copies of monthly Statements. There is no charge for a single replacement copy of a Statement requested within a year after the Statement Date, but there will be charges for any additional replacement copies of that Statement and for postage of these copies.
- 12.3. You should contact our Member Services Centre nationally on telephone number 0860-DINERS (346377) or internationally on +27 11 358 8400 if no Statement is received. Failure to receive a monthly Statement will not entitle you to refuse or fail to pay any amount that is due to us.
- 12.4. You may dispute (i.e. query) all or part of the Statement, by sending us written notice of the query before the next Payment Due Date.
- 12.5. You must pay all Payments on or before the Payment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us,
- 12.6. You must pay the Payment amount as indicated on your Statement.
- 12.7. You will not be entitled to withhold any Payment to us if there are any claims or disputes on any matters with a Merchant, including without limitation any dispute with a Merchant regarding the nature, quality or quantity of any goods, services or money which the Card Holder obtained or should have obtained. You agree that we do not have any agency relationship with any Merchant and that we will not be held liable for any issues that may arise between you and the Merchant.
- 12.8. You have the right at any time to make any Payment before the Payment Due Date without notice to us or penalty.
- 12.9. We will not be involved in any reconciliation of Statements.
- 12.10. Each Payment that we receive from you will be credited on date of receipt and applied as follows:  
 12.10.1. firstly to satisfy any due or unpaid Compulsory Charity owing on the Card Account;  
 12.10.2. secondly to satisfy any due or unpaid costs, fees and charges owing on the Card Account; and  
 12.10.3. thirdly to reduce the amount of the Principal Debt.
- 12.11. Any Payment made into the Card Account will only be credited once we have received the amount. You acknowledge that the processing of Payments may result in a delay in crediting the Card Account.
- 12.12. Certain methods of payment such as bills are subject to a 10 (ten) Business Day clearance period. You will not be able to draw any amount against such payments until they have been duly and legally received, even if the Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit.
- 12.13. All Payments are deemed to be received at our offices in Johannesburg. Processing delays may result in a Payment not reaching us on the same day as it is made. The risk of any Payment being intercepted, lost or stolen while in transit to us remains yours, until we receive it.
- 12.14. You will remain liable for all Payments outstanding until the Card Account is settled in full.

## 13. COMPULSORY CHARITY

- 13.1. The Compulsory Charity rate applicable to this Agreement is linked to the Islamic Financing Rate. The amount of Compulsory Charity may change if the Islamic Financing Rate fluctuates. If we do amend the rate we will advise you in writing within at least 30 (thirty) Business days after the change becomes effective.
- 13.2. If any amount due is not paid on or before the Repayment Due Date, you undertake to donate Compulsory Charity to the Charity Fund. The Charity Fund shall be used at the absolute discretion of Diners, exclusively for the purposes of a charity approved by it.
- 13.3. The Compulsory Charity amount payable is calculated based on a Margin linked to the Islamic Financing Rate per annum and has been disclosed in Part A. The Compulsory Charity amount may change if the Islamic Financing Rate fluctuates, provided the new rate does not exceed any legal maximum permissible rate. If we do amend the rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.
- 13.4. Any actual costs including Collection Costs and Default Administration Costs incurred by Diners in enforcing the provisions of this clause 13 as approved by the SAC shall be payable to Diners.



## 14. TERMINATION OF THIS AGREEMENT BY YOU

- 14.1. You may terminate this Agreement, on request to us, when paying the Settlement Value (if any).
- 14.2. If you would like confirmation of the Settlement Value we will provide it either orally or in writing, within 5 (five) Business Days of your request.
- 14.3. The Settlement Value will only be binding for the date stated and will not include any Transactions effected or processed on or after the Settlement Date for which you will remain liable.

## 15. CANCELLATION OF THE CARD(S)

- 15.1. The Card(s) will always remain our property and without losing any right to any claim which we may have against you, we have the right to suspend the Card Account at any time if you are in default of this Agreement as per clause 19.
- 15.2. As soon as the Card Account is closed, you must immediately destroy the Card(s) by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card(s), so that the Card(s) cannot be used again.
- 15.3. You must destroy the Card(s) if:
  - 15.3.1. we have cancelled the Card(s) (withdrawn the account) in our discretion or at your request; or
  - 15.3.2. you request us to close your Card Account; or
  - 15.3.3. for any reason the Card Account has been closed.
- 15.4. We may:
  - 15.4.1. suspend the Card Account at any time if you are in default of this Agreement; or
  - 15.4.2. close the Card Account by giving written notice to you at least 10 (ten) Business Days before the Card Account will be closed, in which case we may demand the return of all Card(s) and/or cancel or repeal the Card(s).
- 15.5. You will remain responsible for any outstanding amounts and purchases upon cancellation and termination.
- 15.6. A Card that is not destroyed correctly may still be used. If a Card is used after the Card Account has been closed, you will be liable and be held responsible for the Transaction.

## 16. INFORMATION SHARING

- 16.1. By entering into and signing this Agreement, you acknowledge and agree that we may provide any registered credit bureau with:
  - 16.1.1. details provided by you in your Application Form, your application for the Charge Card Facility and in the rest of the Agreement;
  - 16.1.2. details of your conduct in respect of the Card Account;
  - 16.1.3. details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureau with this information);
  - 16.1.4. details of the transfer of our rights under this Agreement to another person; and/or
  - 16.1.5. any other details as may be required by the NCA or other applicable laws.
- 16.2. Based on their records, the credit bureau may provide a Credit Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your Credit Record with it disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureau will be made available to you on request and shall also be made available on our website.
- 16.3. You further acknowledge that we may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Card Account that gives us reasonable cause to suspect that such account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 16.4. At the request of any Collateral Provider for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto and/or details of the conduct of your Card Account.

## 17. LEGAL COSTS AND CHARGES

- 17.1. If you default in any obligation under this Agreement, we will charge you Default Administration Charges in respect of each letter sent to you.
- 17.2. Default Administration Charges will be equal to the amount payable in respect of a registered letter of demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrate's Court Act 32 of 1944 in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 17.3. We will also charge you the Collection Costs we incur by enforcing your Payment obligations under this Agreement. Collection Costs will not exceed the costs incurred by us in collecting Overdue Amount to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of

1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.

## 18. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 18.1. You warrant and represent to us on the Signature Date and every day thereafter for the duration of this Agreement that:
- 18.1.1. since signing your Application for this Charge Card Facility:
- 18.1.1.1. there has been no deterioration in your financial position;
  - 18.1.1.2. you have not applied for or taken up any additional credit;
  - 18.1.1.3. you are not under debt counselling or subject to debt review, nor have you applied for debt review;
  - 18.1.1.4. you are not subject to any administration order referred to in section 74(1) of the Magistrate's Court Act; and
  - 18.1.1.5. you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936;
- 18.1.2. you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 18.1.3. the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;
- 18.1.4. all information that you provide to us in connection with this Agreement are in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to us which, if disclosed, would adversely affect our decision to approve this Agreement;
- 18.1.5. you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable,
- 18.1.5.1. anti-money laundering and combatting the financing of terrorism regulations and all environmental laws and responsibilities; and
- 18.1.6. where applicable, you have complied with and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time.
- 18.2. You must tell us immediately if you are placed under an administration order or under debt review, become insolvent or have any form of legal disability. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 18.3. To the maximum extent permitted by law, you hereby indemnify us (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.
- 18.4. You will ensure that each Card Holder has a copy of, understands and will comply with these terms and conditions.

## 19. DEFAULT

- 19.1. Default in terms of this Agreement will occur if:
- 19.1.1. you fail to pay any amount due by you and payable to us under this Agreement on the Payment Due Date; and/or
- 19.1.2. there is a material deterioration in our reasonable opinion, in your financial position; and/or
- 19.1.3. you use the Card for transactions which are not permitted under Shari'ah;
- 19.1.4. the Compulsory Charity and/or costs and/or fees and/or charges are debited to an account other than the Card Account and there are insufficient funds available in the account to be debited, to meet these amounts when they become due and payable;
- 19.1.5. you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities breach any, including but not limited to environmental laws or responsibilities, anti-money laundering and combating the financing of terrorism regulations and/or, where applicable, any company laws;
- 19.1.6. you breach any of the terms and conditions of this Agreement, and you fail to remedy the breach within the timeframe provided for in the written notice to do so and you:
- 19.1.6.1. being a Natural Person - publish a notice of the voluntary surrender of your estate, or you die; or you are placed under administration or debt review or you commit an act of insolvency as defined in the Insolvency Act 24 of 1936; and/or have any application or other proceedings brought against you in terms of which you are sought to be sequestered or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; or
- 19.1.6.2. not being a Natural Person - is dissolved, deregistered, wound up or liquidated, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; and/or is deemed to be unable to pay your/its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; and/or
- 19.1.7. you compromise or attempt to compromise with your creditors generally or defer payment of debts owing to your creditors; or

- 19.1.8. any representation, warranty or assurance made or given by you in connection with your application for this Card Account or this Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; or
- 19.1.9. you generally do or omit to do anything which may affect our rights in terms of this Agreement; or
- 19.1.10. judgment of a competent court against you, for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued.
- 19.2. If you are in default, we may give you written notice of such default requesting that the default be rectified; and/or propose that this Agreement be referred to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction or Tribunal, with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring the Payments up to date; and/or immediately restrict activity or suspend the Card Account without notice; and/or close the Card Account by giving you 10 (ten) Business Days written notice of the intended closure; and/or review the terms and conditions applicable to the Card Account; and/ or increase the rate of Compulsory Charity charged; and/or commence proceedings to enforce this Agreement.
- 19.3. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.
- 19.4. We may commence legal proceedings, if we have given you notice as referred to in clause 19.2 above or we have given notice to terminate any debt review process under section 86 of the NCA which may then be underway in respect of this Agreement; and you have been in default under this Agreement for at least 20 (twenty) Business Days; and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 19.2 above; and you have not responded to that notice; or have responded to the notice by rejecting our proposal.
- 19.5. We may exercise our rights in terms of this "Default" clause and if you dispute our right to do so, you must continue to pay the Payment amounts owing to us. Our acceptance of such Payments will not affect any of our rights in terms of this Agreement or in law.
- 19.6. We may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in the "Legal costs and charges" clause in this Agreement, from you.
- 19.7. If you are in default of your payment obligations, you may, at any time before withdrawal and cancellation of the Card Account by us, pay to us all amounts that are overdue, together with Default Administration Charges, Collection Costs and/or reasonable legal costs incurred up to the date of payment in terms of this "Default" clause, and we may continue making the Card Account available.
- 19.8. The above default clauses and default procedure will not apply if - you generally do or omit to do anything which may cause us to suffer any loss or damage; or we in any way know or suspect that the Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you or any Card Holder(s) is/are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend the Card Account or withdraw the Card Account without notice to you and call for immediate payment of all amounts owing by you, to us. We furthermore reserve all our legal rights.
- 19.9. If we close, restrict activity or suspend access to your Transactional Limit/Reduced Transactional Limit, for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our negligence or the gross negligence of any person acting for or controlled by us.

## 20. MALFUNCTION OF ELECTRONIC FACILITIES

- 20.1. You acknowledge that use of the Card(s) may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.
- 20.2. Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal, ATM or Electronic Device or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

## 21. ADDRESS FOR NOTICES

- 21.1. You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address set out in your Application Form.
- 21.2. Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal address provided in your Application Form, or any address advised in terms of clause 21.3 below, provided that the documents to be delivered in respect of legal proceedings in

- connection with this Agreement may only be served at your notice address.
- 21.3. You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.
- 21.4. Any notice sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
- 21.5. A written notice or communication as referred to in 21.2 above, which is actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address.
- 21.6. We choose the address below as the address at which all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to us:  
 Diners Club (SA) Proprietary Limited  
 35 Morsim Road  
 Hyde Park  
 2196  
 Fax: 0861 115 106  
 (“our notice address”)

## 22. CESSION BY DINERS CLUB

- 22.1. To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede and transfer all or part of our rights and/or delegate all or any part of our obligations under this Agreement, even though that cession and/or delegation may result in a splitting of claims against you.
- 22.2. You agree that you may not cede or transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.

## 23. GENERAL

- 23.1. The Charge Card Facility is subject to the Exchange Control regulations in force from time to time in the Republic of South Africa and the requirements and directions of the Reserve Bank.
- 23.2. You declare, warrant, represent and undertake to Diners Club on the date of signature of this Agreement by you and on each date upon which the is utilised, that:
- 23.2.1. you will not use (or otherwise make available) the proceeds of the Charge Card Facility for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;
- 23.2.2. you will not contribute or otherwise make available, directly or indirectly, the proceeds of any of the Charge Card Facility to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any Sanctions;
- 23.2.3. you are not involved in any illegal or terrorist activities; and
- 23.2.4. none of your bank accounts held with Diners Club are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law.
- 23.3. You hereby indemnify and hold Diners Club and/or the Group harmless against any actions, proceedings, claims and/or demands that may be brought against Diners Club and/or the Group and all losses, damages, costs and expenses which Diners Club and/or the Group may incur or sustain, in connection with or arising out of:
- 23.3.1. the seizure, blocking or withholding of any funds by any Sanctioning Body; and
- 23.3.2. the breach of any warranties as set out in clause 23.2. above. Payment under the above indemnity shall be made by you on demand by Diners Club or the Group. The provisions of this clause constitute a stipulation for the benefit of the Group which is not a direct party to this Agreement, capable of acceptance by the Group at any time and in any manner permitted by law.
- 23.4. If your Payment Due Date or the charging of the Compulsory Charity, costs, fees or charges does not fall on a Business Day, the items will be processed on the 1st (first) Business Day after that day.
- 23.5. Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version
- 23.6. This Agreement is in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) governed by the laws of the Republic of South Africa.
- 23.7. To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.
- 23.8. 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 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
- 23.9. If you experience difficulty in meeting the Payments, we invite you to contact us without delay. You may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged. You should inform us immediately if you make such an application.
- 23.10. You have the right to :
- 23.10.1. resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombudsman with jurisdiction;
- 23.10.2. in respect of any alleged contravention of the CPA or NCA (should incidental credit become applicable), file a complaint with the National Credit Regulator in respect of any alleged contravention of the NCA or file a complaint with the Tribunal or the National Consumer Commission in respect of the CPA;
- 23.10.3. make an application to the Tribunal for:
- 23.10.3.1. an order resolving a dispute over information held by a credit bureau;
- 23.10.3.2. an order compelling the delivery of a Statement and/or review of a Statement; and/or permission to bring a complaint directly before the tribunal; and/or
- 23.10.3.3. an order allowing late filing.
- 23.11. The contact details of the Credit Bureau, National Credit Regulator, Tribunal and Banking ombud are available on request and shall also be available on our website.
- 23.12. To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.
- 23.13. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof. Each term of this Agreement is separate from the other. 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 this Agreement which will continue with full force and effect.
- 23.14. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause.
- 23.15. You should contact us if you need further explanation of anything related to, or referred to in, this Agreement. You may contact us at our Member Service Centre.

## 24. DATA PROTECTION

- 24.1. We may and you confirm that you have the Additional Card Holder's express consent and that you both agree to the collecting and Processing of your and the Additional card holder's Personal Information by us, to:
- 24.1.1. open, administer and operate the Card Account;
- 24.1.2. provide any combination of services, analysis, advice or intermediary service linked to your Card Account, to you;
- 24.1.3. monitor and analyse the conduct on your Card Account for credit, fraud, compliance and other risk related purposes;
- 24.1.4. carry out statistical and other analyses to identify potential markets and trends; and
- 24.1.5. develop new products and services.
- 24.2. You hereby expressly consent that we may:
- 24.2.1. process and further Process your Personal Information within the Group for the above purposes;
- 24.2.2. disclose your and any Additional Card Holder's Personal Information to any person who provides services to us or acts as our agents or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Card Account (some of these persons may be located in countries outside of the Republic of South Africa); and
- 24.2.3. share your and the Additional Card Holder's Personal Information with our service providers, locally and outside the Republic of South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.
- 24.3. You acknowledge that:
- 24.3.1. we will at all times remain responsible for determining the purpose of and means for Processing your and any Additional Card Holder's Personal Information;
- 24.3.2. we are required by various laws, including FICA and the FAIS Act, to collect some of your and the Additional Card Holder's Personal Information;
- 24.3.3. without this Personal Information we may be unable to open your Card Account or continue to offer services to you;
- 24.3.4. and you and the Additional Card Holder(s) is/are providing us with your/their Personal Information voluntarily.