

DINERS CLUB TRAVEL LODGED CARD ACCOUNT TERMS AND CONDITIONS

Diners Club Travel Lodged Cards are issued subject to the following terms and conditions.

1. DEFINITIONS

- 1.1. **“Activation Data”** means Information about yourself requested by the Diners Club Virtual Card activation form and may include Personal Information;
- 1.2. **“Account Closure Date”** is the date on which your Primary Account is closed off for the month, namely 5 days following the Payment Due Date; **“Agreement”** collectively means the Application Form read with these Terms;
- 1.3. **“Application Form”** means the Card Account application form for a Primary Account, completed and signed by you or on your behalf, wherein you accept liability for the Card(s) issued under the Primary Account, which application form must be submitted to us for consideration; **“Business Day(s)”** means any day(s) other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- 1.4. **“Card(s)”** means a virtual Diners Club Travel Lodged Card which is issued and lodged with a Cardholder pursuant to and in accordance with the Application Form and which can only be used to pay for travel-related Transactions. A reference to Card includes (where applicable) a Virtual Card;
- 1.5. **“Card Account(s)”** means the account(s) opened in the name of the Cardholder in respect of a Card and linked to the Primary Account, in terms of this Agreement;
- 1.6. **“Cardholder(s)”**, “they” or “their” means the Primary Account Holder and/or any person(s) to whom a Card is issued by us on your written approval;
- 1.7. **“Card Fee”** means the fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining your Card;
- 1.8. **“Card not Present Receipt”** means a receipt that is used to evidence a completed Card not Present Transaction and is electronically submitted as a SMS or email to the Cardholder (and the Merchant, where applicable); **“Card not Present Transaction”** means a Transaction where the Cardholder presents the Card information (and not the physical Card) to the Merchant to process that Transaction at the point of sale; or the Merchant is not attendant at the time the Transaction is processed. A reference to Card not Present Transaction includes when Cardholder uses a Card to pay for a Transaction on behalf of a Primary Account Holder and an E-Commerce Transaction;
- 1.9. **“Collateral Provider”** means any one of them as the context may indicate; **“Companies Act”** means the Companies Act 71 of 2008 and all regulations promulgated in terms of this Act;
- 1.10. **“Constitutive Documents”** means in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate, as the case may be; or in the case of a close corporation, the founding statement; or in the case of a trust, the trust deed and letters of authority; or in the case of a partnership, the partnership agreement, if any;
- 1.11. **“Device”** means the device you use to access the Portal, such as a computer and modem, smartphone and/or tablet or any similar technology;
- 1.12. **“Diners Club”**, “we”, “us” or “our” means Diners Club S.A. (Proprietary) Limited (Registration number 1956/000068/07), and/or its
- 1.13. **“E-Commerce Transaction”** means a Transaction entered into by a Cardholder with the Merchant through the Merchant’s website;
- 1.14. **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- 1.15. **“FICA”** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- 1.16. **“Group”** means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
- 1.17. **“Guarantor(s)”** means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- 1.18. **“Invoice”** means a document reflecting - the Transactions made on the Primary Account(s) up to the Invoice Date; the Payment amount owing to us (including any interest, costs, Card and Service Fees and/ or charges that may be levied on the Primary Account); and the Payment Due Date. A reference to Invoice includes a Card not Present receipt;
- 1.19. **“Invoice Date”** means the date as stated on the Invoice, which is the date on which your Invoice is created and printed;
- 1.20. **“Merchant”** means the person(s) or entities who supplies travel related goods or services, on your behalf upon your written approval; **“Overdue Amount”** means an amount owing to us by you which is not paid on or before the Payment Due Date;
- 1.21. **“Parties”** means you and us and “Party” means any one of us as the context may indicate;
- 1.22. **“Password”** means your password used to access the Portal that you must keep secret;
- 1.23. **“Payment(s)”** means payment(s) made, or to be made by you to us;
- 1.24. **“Payment Due Date”** means the date 25 (twenty-five) days from the Invoice Date, on which date payment of the amounts reflected on the Invoice are due and payable to us;
- 1.25. **“Personal Information”** means 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 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;
- 1.26. **“Portal”** means the online platform at [www.flowt.co.za] through which you can create Virtual Cards;
- 1.27. **“Primary Account Holder”**, “you” or “your” means the applicant referred to under “A” of the Application Form;
- 1.28. **“Primary Account”** means the Travel Lodged Card Account which, subject to our approval, may be opened by us in your name in terms of this Agreement;
- 1.29. **“Primary Account Management Limit”** means the total maximum amount available to you at any one time, for all Transactions on all Card Account(s) linked to the Primary Account (including any interest, fees and charges to the Primary Account), and which limit may not be exceeded; **“Process”** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation,

linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; Processing and Processed will have a similar meaning;

- 1.37 "Sanctioned" means listed on all or any one of the Sanction Lists and/or subject to any Sanctions;
- 1.38 "Sanctioning Body" means any person or organisation that has the legally delegated authority, capacity, or power to issue Sanctions against countries, groups, persons and/or entities;
- 1.39 "Sanction List" means any of the lists of Sanctioned countries or specifically designated nationals or designated persons or entities held by a Sanctioning Body, together with any domestic sanctions list of the Republic of South Africa, each as amended, supplemented or substituted from time to time;
- 1.40 "Sanctions" means coercive measures, restrictions or embargoes which are imposed by any Sanctioning Body against countries, groups, persons and/or entities. The extent of the restrictions varies, and fall within one or more of the following categories: (i) diplomatic; (ii) travel; (iii) trade (iv) economic and/or financial restrictions;
- 1.41 "Service Fee" means the annual fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining your Primary Account;
- 1.42 "Settlement Date" means the date on which all amounts due and/or payable to us are to be paid or are paid by you;
- 1.43 "Settlement Value" means the total unpaid balance on the Primary Account, including, if applicable, any unpaid interest 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;
- 1.44 "Surety(ies)" means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- 1.45 "Terms" means these terms and conditions as applicable to the Card account and/or Primary Account;
- 1.46 "Transaction(s)" means any Card transaction(s), in terms of which the Merchant receives Card payments for travel related goods or services from the Cardholder. A reference to Transaction includes a Card not Present Transaction;
- 1.47 "VAT" means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act; "Virtual Card" means a once-off generated card number linked to Card. A Virtual Card can only be used by the Cardholder for the Primary Account Holder and for a specified amount; and
- 1.49 "Virtual Card Service" means the service provided to Primary Account Holders by Diners Club to allow them to access the Portal and to create Virtual Cards.

2. INTERPRETATION

- 2.1 We have defined some words for consistency. These words will begin with
- 2.2 a capital letters.
- 2.3 Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day. If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other gender.
- 2.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions. 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.
- 2.6 All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.

This Card is a charge card, meaning that the full balance outstanding on the Card Account is payable on or before the Payment Due Date.

4. APPLYING FOR A PRIMARY ACCOUNT AND CARD ACCOUNTS

- 4.1 An application for a Primary Account, is to be made by way of Application Form which must be completed and signed by you or on your behalf by a duly authorised signatory(ies). For any Card Accounts, application is to be made by way of an add-on letter, in form and substance acceptable to us, which must be completed and signed by you or on your behalf by a duly authorised signatory(ies). We will ask for certain information and may need to verify such information before we can consider your Application Form. You and the Cardholders must provide us with complete and accurate information. Any application for a Primary Account is subject to our normal assessment procedures.
- 4.2 We will, amongst others, assess your ability to satisfy all payment obligations in a timely manner before approving or declining an application from you for a Primary Account.
- 4.3 We will be able to commence with our services as agreed, once we have approved the applications for the Primary Account and any further
- 4.4 conditions imposed by law have been complied with and the Card(s)

address, at a time to be agreed on between you and us.

- 4.7 If we are unable to provide the services or issue the Card(s), we will inform you immediately and refund you any amounts paid within 30 (thirty) days of notification.
- 4.8 If we approve your Application Form, you will be liable to us for all amounts debited to the Primary Account and Card Account(s) and for use of the Card(s) issued upon your written approval, whether or not the Transactions were authorised by you and/or the Cardholder, subject to the clause 7 in these Terms.

5. APPLYING FOR A PRIMARY ACCOUNT AND CARD ACCOUNTS

- 5.1 Only the relevant Cardholder may use their Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.
- 5.2 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 the Primary Account has

6. USE OF THE CARD

- 6.1 The Cardholder may use the Card to pay for air travel tickets and/or travel related goods or services at Merchants who accept Transaction is your and/or the Cardholder's authority to us to pay the Merchant and to debit the amount to the Card Account. Once the Card has been used to pay for the air travel tickets and/or travel related goods or services, you and/or the Cardholder will not be able to withdraw this authority, or instruct us to stop any payment that we are to make to a Merchant for any Transaction, or reverse a payment which has already been made by us.
- 6.2 If a Cardholder uses their Card for remote purposes, you must make sure that they take all reasonable steps to protect their online security and privacy. It is the responsibility of the Cardholder to alert us immediately of suspicious or unauthorised Transactions on their Card.
- 6.3 The Card may not be used over an extended payment period and/or at your, or any Cardholder's own Merchant or business, without our written consent.
- 6.4 The Cardholder may be asked for certain Card related information, which the Cardholder provides at its own risk.
- 6.5 **The liability to pay us is effective when the Card or Card number is used for a Transaction.**
- 6.6 Where applicable, a Cardholder must comply with our authentication procedures to access or use their Card. You must ensure that a Cardholder does not share details of these authentication procedures and codes or any other information that will reveal their identity or Card details with anyone. For example, a Cardholder must not tell anyone their identity number or what the question is for identifying them as the Cardholder.
- 6.7 The Cardholder can also effect certain other Transactions with a Card, such as the purchase of, foreign exchange and travelers cheques.
- 6.8 The Primary Account has a Primary Account Management Limit and it may not be exceeded. Any Transactions which are honored by us, or interest, costs, fees and charges that are due and payable by you, which results in the Primary Account Management Limit being exceeded, will be treated as a request by you for a temporary increase of your Primary Account Management Limit. You will be liable for payment of the full amount by which your Primary Account Management Limit is exceeded, together with the full amount outstanding on the Primary Account, both of which will be repayable on the Payment Due Date of your next Invoice.
- 6.11 You will be liable for all amounts on the Primary Account even if the
- 6.11.1 uses the Card for lawful Transactions only. Subject to clause 7 below, you will be liable for payment of all Transactions, including where the Card has been used for unlawful Transactions;
- 6.11.2 where applicable, complies with exchange control regulations when using their Card outside South Africa; keeps their contact details complete, accurate and up to date (including without limitation their mobile phone number). We are not sent to an incorrect mobile phone number if a Cardholder has given us the incorrect details; and/or
- 6.11.3 does not use the Card to directly or indirectly benefit any Sanctioning Body;
- 6.11.4
- 6.12 **We will not be liable to you or the Cardholder, if any Merchant does not accept a Card or if we refuse to authorise any Transaction.**
- 6.13 No refunds in respect of goods returned to a Merchant will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.
- 6.14 If a Transaction is disputed by you and/or a Cardholder: –
- 6.14.1 you will be liable for payment of the disputed amount on or before the Payment Due Date reflected on your Invoice, regardless of such dispute; and
- 6.14.2 if our investigation proves that an amount is not payable by you, the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Card Account.

- 6.15 It is your responsibility to comply with all applicable customs requirements including paying any ad valorem and custom duties applicable to any foreign exchange transaction that you make using the Card.
- 6.16 A dispute between you or the Cardholder and a Merchant will not affect our right to recover any amounts you owe us. We will not:
- 6.16.1 get involved in resolving any such disputes; nor
 - 6.16.2 be responsible for any losses or costs you incur

7. UNAUTHORISED USE OF THE CARD

- 7.1 The Cardholder is responsible for the safekeeping and proper use of the Card.
- 7.2 You and/or the Cardholder must notify us immediately if the Cardholder realises that the Card information has been compromised and/or has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so.
- 7.3 To report a lost or stolen Card or a compromised PIN, the Cardholder may advise us verbally by contacting our office in Johannesburg at 0860-Diners (346377) or internationally at +27 (0)11 358 8400 and follow this up by sending us written notice within 48 (forty-eight) hours before we receive the required notification, unless the Cardholder is able to prove to our satisfaction, that the Transaction was unauthorised; and/or until we have had reasonable time to take the necessary action to stop the Card, after we receive the written notice referred to in clause 7.3 above; and/or made with the Card before we stop the Card, if the compromise of the Card is not reported immediately, including all payments made with the Card before we stop the Card; and/or if we have evidence to establish that the Cardholder was responsible for the particular use of the Card.
- 7.4.1 *before we receive the required notification, unless the Cardholder is able to prove to our satisfaction, that the Transaction was unauthorised; and/or*
- 7.4.2 *until we have had reasonable time to take the necessary action to stop the Card, after we receive the written notice referred to in clause 7.3 above; and/or made with the Card before we stop the Card, if the compromise of the Card is not reported immediately, including all payments made with the Card before we stop the Card; and/or*
- 7.4.3 *if we have evidence to establish that the Cardholder was responsible for the particular use of the Card.*
- 7.4.4 *Provided the Cardholder complies with the requirements in this clause 7, you may in some instances not be held liable to pay for fraudulent Transactions that take place within the 48 (forty-eight) hours before we receive the written notice as referred to in clause 7.2 above.*
- 7.5 Any delay in reporting an incident referred to in this clause 7, will be regarded as negligent unless the Cardholder can prove otherwise.
- 7.6 You will be liable for any debt that may arise or may have arisen in respect of this clause 7.

8. DEBITING FEES TO YOUR PRIMARY ACCOUNT

- 8.1 Unless otherwise set out in this Agreement or as advised by us in writing from time to time, 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 Invoice Date. You will remain liable for any amount owing until your

9. INVOICE AND PAYMENTS

- 9.1 Each month we will provide you with an Invoice reflecting all the Card Accounts, to assist you in ensuring that the Cardholder(s) adhere to your expenditure policies and your Primary Account Management Limit. These Invoices are accessible to both you and the Cardholder(s).
- 9.2 You may request us to send additional copies of the monthly Invoices. There is no charge for a single replacement copy of an Invoice requested within a year after the Invoice Date, but there will be charges for any additional replacement copies.
- 9.3 *Invoices will be deemed to have been presented to you on the Invoice Date.*
- 9.4.1 *should contact our Member Service Centre nationally on telephone number 0860-DINERS (346377) or internationally on +27 (0)11 358 8400 if no Invoice is received. Failure to receive a monthly Invoice will not entitle you to refuse or fail to pay any amount that is due to us;*
- 9.4.2 *may dispute (i.e. query) all or part of the Invoice, by sending us written notice of the query before the next Payment Due Date;*
- 9.4.3 *will not be entitled to withhold any payment to us if there are any claims or disputes on any matter including disputes between you and the Cardholder, or any dispute with a Merchant as to the nature, quality or quantity of any goods, services or money which the Cardholder obtained or should have obtained. You agree that no Merchant is our agent;*
- 9.4.4 *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;*
- 9.4.5 *have the right at any time to pay in advance any amount owed to us without notice or penalty; and*
- 9.4.6 *may not attach any conditions to any Payments.*
- 9.5 We will not be involved in any reconciliation of Each Payment will be credited to your Primary Account

- relevant Card Account, on date of receipt, firstly to satisfy any due or unpaid interest (if applicable), secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce any amounts owing to us under your Primary Account until your Card is credited.
- 9.7 *Any payment made into the Primary Account will only be credited once we have received the amount. Not all debits to your Primary Account will take effect on the date on which the Cardholder made the purchase, as not all Merchants process Transactions on the date on which they took place. You acknowledge that the processing of payments may result in a delay in crediting the Card Account.*
- 9.8 *Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques and debit orders). The Cardholders will not be able to draw against such deposits until they have been duly and legally paid, even if any Card Accounts under your Primary Account have already been credited. If we do not receive the funds for any reason, we may reverse the credit.*
- 9.9 We will not accept any post-dated cheques, or any cheques made out to any party other than us.
- 9.10 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. We consider a Payment to have been received by us only once we receive the Payment into the Primary Account. The risk of any Payment being intercepted, lost or stolen while in transit to us remains yours. until we receive it. We may subsequently (i.e. later) adjust debits or credits to your Primary Account if we do not receive the funds for any reason or so as to accurately reflect both your and our legal obligations.
- 9.11 *You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing, by you to us arising from the Card Account in terms of this Agreement.*

10. DEFAULT INTEREST

- 10.1 If any amount is not paid on or before the Payment Due Date and does not reflect on the Invoice for the subsequent month, you will be liable to pay us interest on all such Overdue Amounts) at a rate of no more than 2% (two percent) per month.
- 10.2 Interest will accrue on the Overdue Amount from the Account Closure Date until the date of payment, both inclusive, and shall be due and payable immediately and calculated on a daily basis and charged monthly in arrears from the Account Closure Date.

11. ADDITIONAL TERMS SPECIFIC TO VIRTUAL CARD (IF APPLICABLE)

- 11.1 **Registration**
You must register for the Virtual Card Service by completing the application form we provide you and then returning the application form to us. When completing the application form you must provide the Activation Data, which may include Personal Information. Your Activation Data will only be used in accordance with these Terms and Conditions and will not be shared without your consent. You warrant that the Activation Data is correct and that you will update the Activation Data whenever necessary to keep it current and correct.
- 11.1.2 We will use the Activation Data you provide to validate your identity and verify that you are the owner of or an authorised user on the Primary Account. The Activation Data that you provide will be validated against Activation Data that we already have on file that is associated with your Primary Account, or it may be validated against Activation Data maintained by an independent third party. We have the right to refuse your application for the Virtual Card Service for any reason whatsoever.
- 11.1.3 If we accept your application for the Virtual Card Service, we will send you your log in details and a one-time password which you can use to log onto the Portal.
- 11.1.4 In order to use the Virtual Card Service, you must have an email address and the ability to access the internet. In addition, you must have the equipment necessary to make such a connection to the internet, related to your data costs must be sent to your internet service provider or mobile network operator.
- 11.1.5 If you have a question regarding the Virtual Card Service application process or a transaction using a Virtual Card, you should direct that question to us on 0860-Diners (346377) for callers within South Africa and +27 (0)11 358 840 for callers outside South
- 11.1.6
- 11.2 **Usage of the Virtual**
1121. Once you have registered for the Virtual Card Service, you can log onto the Portal and create Virtual Cards.
1122. When creating the Virtual Card, you must provide all requested information, including:
1122.1. the Primary Account details;
1122.2. the Merchant where the Virtual Card can be

- redeemed, which can be any merchant which ordinarily accepts Diners Club cards, as well as the Merchant's email address;
- 11223 the amount for which the Virtual Card can be redeemed, which cannot be more than the limit for transactions on the Account; and
- 11224 the end date (the last day of the booking for the relevant travel arrangement).
- 11.2.3 Once you have created a Virtual Card, we will
11231. an email to you confirming the information you provided when creating the Virtual Card, as well as the Virtual Card number; and
- 11232 an email to the Merchant containing the Virtual Card number, the booking number and the amount for which the Virtual Card can be
- 11.2.4 The Virtual
- 1124.1. can only be used once, in accordance with the specifications you provided when creating the Virtual Card; and
- 1124.2. will expire 7 (seven) days after the end date of the Virtual Card.
- 11.2.5 The Merchant can redeem the Virtual Card on the Portal after the end date but before the expiry date of the Virtual Card.
- 11.2.6 We reserve the right to refuse to allow you to create a Virtual Card for any reason, including if your Account is not in good standing.

12. TERMINATION OF THIS AGREEMENT BY YOU

- 12.1 You may terminate this Agreement, together with the Primary Account and all Card Accounts linked to the Primary Account, at any time with or without advance notice to us, by settling the total outstanding amount due to us. The amount required to settle this Agreement will be the Settlement Value.
- 12.2 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. 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.

13. CANCELLATION OF THE CARD(S)

- 13.1 The Cards 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 Primary Account and/or the Card Account(s) at any time if you are in default under this Agreement, and/or cancel or repeal the Card(s) in the event that the Primary Account or Card Account(s) is/are closed.
- 13.2 As soon as the Primary Account and/or any of the Card Account(s) is/are closed, you must ensure that any Merchant that has been given the Card details is advised that he may no longer use it. Where a fraud replacement Card has been provided you must advise the Merchant of the new Card details.
- 13.3 You will remain responsible for any outstanding balances and purchases upon cancellation or termination.
- 13.4 If a Card is used after the Card Account and/or Primary Account has

14. DATA PROTECTION

- 14.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below.
- 14.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are
- 14.3
- 14.3.1 to provide products and services to you in terms of this Agreement and any other products and services you may apply;
- 14.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);
- 14.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies; by sharing your Personal Information with our third-party service providers and insurers, locally and outside the country where the products or services are provided. We ask people who provide services to us including our insurers to agree to our privacy policies if they
- 14.3.5 need access to any Personal Information to carry out
- 14.4 You consent to us disclosing your Personal Information to

Providers.

- 14.5 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.
- 14.6 If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.

15. COSTS FEES AND CHARGES

- 15.1 We may charge and recover any of the following fees where 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, and a Card Fee.
- 15.2 Unless stated otherwise, the costs, fees and charges referred to in this clause 15 are inclusive of VAT. All costs, fees and charges in respect of this Agreement will be debited to the Primary Account.
- 15.3 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.
- 15.4 You must pay to us all applicable costs, fees and charges set out in this clause 15 together with the amount owing by you under the Transaction Limit and interest as set out in this Agreement.
- 15.5 The fees and charges applicable will be set out in Diners Club's pricing schedule, as amended from time to time, which will be issued to you and/or available on our website.
- 15.6 If the Card is used for cross-border international Transactions, you will be required to pay a currency conversion fee.

16. COSTS FEES AND CHARGES

- 16.1 Each party shall bear its own costs and expenses of and incidental to the negotiation, preparation and completion of this Agreement.
- 16.2 All legal costs (on the attorney and own client scale), commissions or fees and other charges and expenses in connection with this Agreement including but not limited to all costs incurred by the Diners Club in the enforcement of any of its rights hereunder and the preparation of any documentation relating hereto, will be for the account of the Cardholder and payable on demand.

17. PRIMARY ACCOUNT MANAGEMENT LIMIT INCREASES

- 17.1 We may increase the Primary Account Management Limit under this Agreement only – temporarily as referred to in clause 17.2 below; or by agreement with you, subject to clause 17.3 below; or in response to a written request initiated by you at any time; or with your written consent in response to a written proposal by us which may be delivered at any time; or in accordance with clause 6.8;
- 17.2 An increase in the Primary Account Management Limit shall be temporary we agree to the increase in response to a request from you in order to accommodate a particular Transaction, on condition that the preceding Primary Account Management Limit will again apply within a specified period or after a specified occurrence has taken place.
- 17.3 Before increasing the Primary Account Management Limit in terms of clause 17.1 above, we may complete a fresh assessment of your ability to meet the payment obligations in a timely manner.
- 17.4 For the purposes of clause 17.1 above, a specific request does not include an oral request or assent by you, or a standard provision of an agreement the whole of which is accepted by you, but does include a written request in any form or authored and signed by you and delivered to us at any time, or a standard form option provided

18. CHANGES IN CONTROL OF A COMPANY, CLOSE CORPORATION, PARTNERSHIP OR TRUST

- 18.1 You must let us know in writing as soon as you become aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of:
- 18.1.1 the company, close corporation, partnership or trust in whose name the Primary Account has been opened; and/or
- 18.2 18.1.2 any Surety/Guarantor for your debt to us.
- Any change taking place in terms of clause 18.1 above will not a suretyship/guarantee.
- 18.3 In the event of any proposed or actual change referred to in clause 18.1 above, we reserve the right to reconsider these

19. DEFAULT

- 19.1 Default in terms of this Agreement will
- 19.1.1 you fail to pay any amount payable to us under this Agreement on the Payment Due Date; or
- 19.1.2 there is a material deterioration, in our reasonable opinion,
- 19.1.3 in your financial position; or
- 19.1.4 you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities, anti-money laundering and combating the financing of terrorism regulations and, where applicable, any company laws; or

	provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or		
19.1.5	you are wound up, liquidated, dissolved, or deregistered,	20.2.4.4.	which, if disclosed, would adversely affect our decision to make the Primary Account and any Card Account available to you;
	in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; 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; or	20.2.4.5.	you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in clause 19 has occurred or is occurring; if applicable, you and any Collateral Provider, have advised us if there are any requirements in your/their Constitutive Documents
19.1.6	where applicable, a court grants a garnishee order attaching part of a Surety/Guarantor's income to settle any amount owing by the Surety/Guarantor; or the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting		which amend any alterable provisions of the Companies Act particularly relating to your borrowing powers, and if applicable your/their power to provide Collateral, and that you/ they have taken all necessary steps, fulfilled all formalities and obtained all approvals required by your/their Constitutive Documents as well as the Companies Act;
19.1.7	Payment of the full amount owing, you have failed to repay this remaining Settlement Value; or you or Collateral Provider in respect of this Agreement compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors; Account or any information or documentation supplied by you is, in our opinion, materially incorrect; or	20.2.4.6.	you will ensure that you, at all times, comply with the formalities required in terms of your Constitutive Documents as well as all legislation and other regulations applicable to this Agreement and your business activities, including but not limited to, where applicable, delivering, on time to the Companies and Intellectual Property Commission, signed versions of your annual financial returns together with payment of yearly fees, in respect of each financial year, in accordance with the provisions of the Companies Act or any other applicable laws, including anti-money laundering and combating the financing of terrorism regulations; and all environmental laws and responsibilities; and/ or anti-money laundering and combating the financing of terrorism regulations; and/or where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this
19.1.8	you generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or judgment of a competent court against you or Collateral Provider for you for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date	20.2.4.7.	
19.2	If you are in default, we		
19.2.1	give you written notice of such default requesting that you rectify the default;	20.2.4.8.	
19.2.2	immediately restrict activity or suspend the Primary Account Management Limit without notice to you; withdraw the whole or part of the Card Account Limit by giving you ten Business Days written notice of the intended withdrawal to you;	20.2.4.9.	
19.2.3	review the terms and conditions applicable to the Card; increase the rate of interest charged; and/or commence proceedings to enforce this Agreement, including exercising our rights in terms of any of the Collateral held.	20.2.4.10.	
19.2.4			
19.2.5			
19.3	We may exercise our rights in terms of 19.2 of this Agreement and if you dispute our right to do so, you must continue to pay the to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.	20.3.	<i>Agreement, from time to time.</i> You must provide us with your annual financial statements annually within a period of 180 (one hundred and eighty) days from your financial year end. You must tell us immediately if you are placed under an administration order, business rescue or 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. To the maximum extent permitted by law, you hereby indemnify (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.
19.4	Subject to clauses 22.2 and 22.5 we may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from your payment of all amounts owing under this Agreement by adhering to the default procedure described above in clause	20.4.	
19.5	19.2 and may also recover the legal costs and charges, as set out in	20.5.	
19.5.1	you generally do or omit to do anything which may cause us to suffer any loss or damage;		
19.5.2	you become or likely to become Sanctioned; we in any way know or suspect that your Card Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; and or		
19.5.4	you are involved in any illegal or terrorist activities. In these circumstances we may, immediately, restrict activity or suspend all or part of the Primary Account or withdraw the Primary Account without notice to you, and call for immediate payment of all amounts		
19.6	If we close, restrict activity or suspend access to Primary Management Limit, or your Primary Account 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 gross negligence or that of any person acting for or controlled by us.		

20. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 20.1. *By your signature to this Agreement, you agree to be liable for all Transactions concluded by each Cardholder.*
- 20.2. *You warrant and represent to us on the date on which you sign this Agreement for the duration of this Agreement that*
- 20.2.4.1. *you have the full capacity to effect and carry out your obligations in terms of this Agreement;*
- 20.2.4.2. *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;*
- 20.2.4.3. *all information that you provided to us in connection with the granting of the Primary Account and any Card Account is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to Diners Club*

21. MALFUNCTION OF ELECTRONIC FACILITIES

- 21.1. *You acknowledge that our services 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.*
- 21.2. *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, the Portal or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.*

22. ADDRESS FOR NOTICES

- 22.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address set out in the Application Form. Any other notice or communication required or 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 for this Card Account, or any address advised in terms of clause 22.3 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.
- 22.2 You must give us written notice, on your letterhead and signed by your authorised representative in terms of the mandate provided by you, in order 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.
- 22.3 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

- sent.
- 22.5 Despite anything to the contrary set out in this clause 22, a written notice or communication 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. You hereby agree that where the post office does not affect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 22.6 We choose the address set out below as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you (our notice address).
- 22.7 Diners Club S.A. (Pty)
- 22.8 Ltd. 35 Morsim Road
- 22.9 Hyde Park
- 22.10

23. CESSION BY DINERS CLUB

- 23.1 To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that cession and/or delegation may result in a splitting of claims against you.
- 23.2 obligations under this Agreement unless you have obtained our written consent.

24. GENERAL

- 24.1 The Card 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.
- 24.2 You declare, warrant, represent and undertake to Diners Club on the Signature Date hereof and on each date upon which the Card is utilised, that:
- 24.2.1 you will not contribute or otherwise make available, directly or indirectly, the proceeds of any of the Card 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;
- 24.2.2 you are not involved in any illegal or terrorist activities; and 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 any law.
- 24.3 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:
- 24.4 the seizure, blocking or withholding of any funds by any sanctioning body;
- 24.5 and the breach of any warranties as set out in clause 24.2 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.
- 24.6 If your Payment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.
- 24.7 This Agreement constitutes the entire Agreement between the Parties. 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
- 24.8 remaining clauses in this Agreement which will continue with full
- 24.8.1 Save as provided in clauses above, any agreed changes to the Application Form will be made in writing in paper-based form and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change in paper-based amendment, no later than 20 (twenty) Business Days after the date of the agreed change to the Application Form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause. Unless specifically stated and agreed in writing, no amendment to the Application Form 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.
- 24.8.2 We may in our sole discretion change these Terms at any time by written notice to you. A change will not accepted these changes.
- 24.9 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

- 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.
- 24.10 At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonably required information of or relating to you or any Surety/Guarantor;
- 24.11 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. The Cardholder agrees that Diners Club may bring legal proceedings against it in any Magistrate's Court that has jurisdiction. The Cardholder agrees to the jurisdiction of the Magistrate's Court even if the amount that Diners Club claims from the Cardholder exceeds the jurisdiction of the Magistrate's Court. This does not prevent Diners Club from bringing legal proceedings in a High Court that has jurisdiction.
- 24.12 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.
- 24.13 On application for insolvency proceedings any amounts outstanding under this Agreement will immediately become, due owing and you in terms of this Agreement, unless the contrary is proved.
- 24.14 You acknowledge that you have been informed that you should contact us if you need further explanation of anything related to or referred to in this Agreement.
- 24.15