

Terms and Conditions of the Ackermans Credit Facility
of
Tenacity, a division of Ackermans Botswana (Pty) Ltd
Hereinafter "Tenacity"

The credit facility is granted by Tenacity and shall be governed by the following terms and conditions to which you must always adhere to, as they constitute a binding agreement between you and Tenacity.

1. What we mean

- 1.1. 'agreement' means, these terms and conditions as well as the Payment Schedule which will constitute a credit agreement
- 1.2. 'accountholder' means the person who has applied for and has been granted a credit facility by Tenacity;
- 1.3. 'account' means the credit facility opened in the name of the accountholder;
- 1.4. 'credit facility' means the total amount of credit approved by Tenacity to be utilised by the accountholder for the purchase of goods from any participating branch by utilising the card as a method of payment;
- 1.5. 'card' means the A-Plus plastic card issued to you, the accountholder, by us, which you must use to access your credit facility;
- 1.6. 'A-Plus' means the card acceptance brand for the participating branches.
- 1.7. 'participating branches' means the branches of Ackermans, Dunns and Shoe Town in Botswana;
- 1.8. 'Payment Schedule' means the form received by the accountholder upon the granting of credit;
- 1.9. 'Processing' means any uses of or activities relating to personal information, including (a) collecting, receiving, recording, organisation, storing, consulting, updating or changing information; (b) sending the information; (c) merging, linking, blocking, or deleting the information;
- 1.10. 'you' or 'your' includes the accountholder and any additional cardholder/s;
- 1.11. 'we' or 'us' means Tenacity who is the credit provider;
- 1.12. 'Tenacity' means Tenacity, a division of Ackermans Botswana (Proprietary) Limited with registration number 95/1379.

2. Applying for a credit facility and the agreement

- 2.1. By making application for a credit facility you are applying to enter into an agreement that shall be governed by the terms of this agreement.
- 2.2. Only natural persons may apply for the credit facility.
- 2.3. We will ask you for certain information before we can consider your application for a credit facility. You must provide complete and accurate information. We must verify your identity and may decline the application if you cannot give us satisfactory proof of your identity. Any application for a credit facility is subject to our normal credit approval criteria.

3. Your card

- 3.1. Your card is the access to your credit facility and you must sign your card in ink as soon as you receive it.
- 3.2. The accountholder may have additional cards linked to the account if application for these additional cards has been approved by us. The accountholder will be liable for all amounts owing through the use of the main and additional cards.
- 3.3. Tenacity will always remain the owner of the card/s.

4. Your credit facility

- 4.1. We decide the credit limit on the account (which may be varied from time to time) and you must ensure that you and any additional cardholders do not exceed this limit.
- 4.2. We have the right to reduce or cancel your credit facility at any time of which you shall be notified.
- 4.3. We may refuse to authorise purchases through using your credit facility for any reason whatsoever, including if you have exceeded your credit limit.
- 4.4. If we accept to process a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit. Any such extension will be a temporary increase of your credit limit in order to allow the specific transaction.

5. Your credit limit

- 5.1. Your credit limit will be reflected on your monthly statement. You may by written notice or telephonic instruction request us to decrease or increase your credit limit.
- 5.2. You may by written notice authorise us to apply annual increases to your credit limit, or withdraw that authorisation. Any increase of your credit limit will be in our sole discretion.
- 5.3. We may, within our sole discretion and at any time, reduce the credit limit allocated to your account.

6. Using your card

- 6.1. Only the accountholder in whose name the card has been issued may use the card.

- 6.2. The card may only be used at participating branches and you must sign a transaction slip when making a purchase. The list of participating branches may be changed from time-to-time, which will be communicated to you.
- 6.3. We will not be liable if any participating branch refuses to accept or honour your card when making a purchase.
- 6.4. Any purchases made with your card, will be charged to the account, whether or not the transaction slip of the participating branch has been signed by you.
- 6.5. Should you wish to return your purchase to any participating branch such return(s) will be subject to the participating branch's standard returns policy. Your account will be credited with the amount of the purchase returned provided such return is in accordance with the standard returns policy of and accepted by the participating branch.
- 6.6. You acknowledge and agree that your use of the card may be suspended and/or terminated at any time for any reason whatsoever and that we shall have no liability of whatsoever nature and howsoever arising in consequence of any such suspension and/or termination.

7. Safekeeping and unauthorised use of your card

- 7.1. You are responsible for the safekeeping and proper use of your card.
- 7.2. Notify us immediately at the Tenacity Service Centre on +27 (0) 21 928 1040 or your nearest branch if your card is lost or stolen. We will stop further transactions on the card as soon as is reasonably possible after being advised that the card is lost or stolen.
- 7.3. You will be responsible for all transactions made with the card before the card is stopped in terms of 7.2.
- 7.4. You will nevertheless be responsible for all transactions made with the card after you have reported your card as lost or stolen if –
 - 7.4.1. your signature appears on the voucher, sales slip or similar record of the participating branch; or
 - 7.4.2. other evidence, to our satisfaction, is obtained which indicates you authorised or were responsible for the particular use of the credit facility after the card was reported lost or stolen.

8. Malfunction of electronic facilities

We are not responsible for any loss arising from any failure, malfunction or delay in any electronic point of sale device, EDC terminal, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

9. Interest and other charges

- 9.1. We will charge a monthly account fee starting from the opening of your account and which will be debited to your account. This fee gets reviewed on an annual basis and will be communicated via your statement.
- 9.2. We will charge interest on the statement balance which will be communicated on your monthly statement.
- 9.3. Tenacity will charge a once-off fee which will be disclosed to you upon application for the credit facility.
- 9.4. We will charge a lost card replacement fee.

10. The monthly statement and payment

- 10.1. We will send you a monthly statement to your postal address or electronically if this delivery method has been selected by you. The statement will show both the full and minimum amounts and any arrears payable to us, on or before the due date shown.
- 10.2. You must advise Tenacity at the numbers referred to in 7.2 within 30 days of the date of the statement should you believe the statement to be incorrect, otherwise it will be deemed correct. Failure to receive a monthly statement will not entitle you to refuse or fail to pay any amount that is due on the account.
- 10.3. All payments to your account will first go towards the payment of interest, then to service fees and charges, and finally to the principal debt.
- 10.4. You may pay at any participating branch or any other facility that we communicate to you from time to time.
- 10.5. If you fail to comply with your payment terms or any other of the conditions of the agreement, or your estate is sequestrated, or you pass away, or you make false disclosures in the application process, then all amounts will, at our election, become due and payable immediately and your credit facility will be closed.

11. Legal and other Costs

- 11.1. If your account goes into arrears or if you are in breach of any other provision of the agreement then we may take any or all of the following actions:
 - 11.1.1. you will be charged with default administration charges relating to any debt collection activities which will include letters and telephone calls made through the month whilst you are in arrears;
 - 11.1.2. we will suspend your credit facility and give you notice that we intend to close your account on which your full balance will become immediately due and payable;
 - 11.1.3. your account will be handed over for debt collection.

11.2. If we institute legal action against you, you will be liable for all legal costs, which will include but not be limited to legal costs on an attorney and client scale, all collection and tracing costs; revenue stamps and sheriff costs, and related value added tax charges. These will be debited to your account.

12. **Certificate of Indebtedness**

A certificate signed by any of our managers whose appointment and authority need not be proven in which the amount of your indebtedness to us and the interest rate applicable to your credit facility is stated, shall be accepted as prima facie proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove the contrary.

13. **Your options**

13.1. It is acknowledged that, in terms of your application for a credit facility you have been presented with a choice of selecting any of the following options –

13.1.1. to decline an option of pre-approved annual credit limit increases;

13.1.2. to be excluded from any –

13.1.2.1. telemarketing campaign that may be conducted by or on behalf of us;

13.1.2.2. marketing or customer list that may be sold or distributed by us;

13.1.2.3. any mass distribution of email or SMS messages.

14. **Information consent**

Unless you, the account holder, indicated otherwise on your application form, you consent to:

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

14.2 the collection of your PI from any other source to supplement the PI which Tenacity has about you;

14.3 the retention by Tenacity of your PI for as long as permitted for legal, regulatory, fraud prevention and marketing purposes;

14.4 If you have indicated on your application form that Tenacity, Pepkor group companies and its commercial partners may use your PI to communicate with you from time to time regarding products, services, research and special offers that may be of interest or value to you, but choose to be excluded from such direct marketing campaigns in the future, you must advise Tenacity in writing or register a block on any registry which Tenacity is bound by law to recognise. Tenacity will not charge you a fee to update this request on its systems. Tenacity will give effect to any changes requested by you as soon as reasonably possible.

14.5 Subject to applicable law, you may access the personal information Tenacity has about you by contacting your local branch or +27 (0) 21 928 1040 and request that applicable corrections be made.

15. **Ending this agreement – by you**

You may, at any time, end this agreement by writing to us and paying the settlement amount.

16. **Ending this agreement – by Tenacity**

16.1 If you are in default of this agreement, we may elect to terminate this agreement.

16.2 In addition we may –

16.2.1 suspend your credit facility;

16.2.2 close the credit facility granted to you before the credit facility will be closed;

16.2.3 revoke or suspend your card or close the account to protect our interests.

16.3 At our request you must immediately pay to us the total balance outstanding on the account, including accrued interest and outstanding service fees, if we revoke your card or close the account.

16.4 Notwithstanding any suspension, cancellation and/or termination, this agreement shall remain in effect to the extent necessary until you have paid all amounts outstanding to us.

16.5 The unilateral termination of this agreement by us does not suspend or terminate any residual obligations we may have under this agreement.

17 **Amendments to terms and conditions**

Other than specifically reserved in terms of these terms and conditions, Tenacity may generally introduce amendments to these terms and conditions of which you will be notified in writing. Any such amendments will be effective twenty one days after we have sent the proposed amendments to you. You may choose to not agree to the amended terms and conditions by terminating your agreement in terms of clause 15.

18 **Addresses for notices**

18.1 The physical address you provide when applying for the credit facility will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us in writing immediately if your chosen address changes. Such notification should be e-mailed to ackermans@tenacityinc.co.za

19 General

19.1 Any indulgence or concession we may give you will not affect any of our rights against you.

19.2 We monitor and record all our telephone calls and other interactions with you.

19.3 We may cede, assign or transfer our rights and obligations under this agreement or arrange for any other person to carry out any of our rights or obligations under this agreement without your consent and without notice to you.