

# **THE SHOPRITE GROUP ACTFORCHANGE / BUSINESS / EDU CARD TERMS AND CONDITIONS**

## **1. INTRODUCTION**

- 1.1. The Shoprite Group ActForChange/Business/Edu Card is issued to you by the Shoprite Group ("Shoprite"). The terms and conditions under which the Shoprite ActForChange/Business/Edu Card is issued are set out below and should be studied carefully. When making use of the Shoprite ActForChange/Business/Edu Card, it is deemed that the account holder has agreed to comply with and be bound to these terms and conditions. The account holder understands the content of these terms and conditions and accepts that these terms and conditions constitute a binding agreement.
- 1.2. Any application for a Shoprite ActForChange/Business/Edu Card is subject to Shoprite approval. Shoprite has the unfettered discretion to accept or decline an application, to determine the limit of the account and to decrease the limit of the account at any time.
- 1.3. Shoprite will be entitled to amend, repeal, replace or add to any of the terms and conditions of the account at any time. Any such changes will be notified to the account holder by way of written notice to the domicilium address or electronic mail address provided on the application form. Any changes will take effect upon the first use of the account after such notice has been provided to the account holder.
- 1.4. All information provided by the applicant must be accurate, correct and complete. It is the responsibility of the account holder to update any changes to the information to ensure that Shoprite is in possession of accurate, complete and up to date information of the account holder.
- 1.5. Shoprite has the right to cancel the account at any time.

## **2. USE OF ACCOUNT**

- 2.1. The account will be subject to a purchase limit. The purchase limit shall not be exceeded by the account holder unless written consent has been obtained from Shoprite.
- 2.2. It is the responsibility of the account holder to take due and proper care of the account and not to allow any third party to use the account.
- 2.3. The account holder will be liable for all purchases arising from any unauthorised or fraudulent transactions.
- 2.4. Shoprite shall be at liberty to unilaterally revoke or suspend usage of the account and the facility and either temporarily or permanently vary and/or reduce any purchase limit allowed.

2.5. The liability of the account holder shall under all circumstances remain until the account has been settled in full.

### 3. STATEMENTS

3.1. Statements will be issued on a monthly basis reflecting purchases made during that month, the total balance on the account as well as the payment due. Non-receipt of a statement will not free the account holder from its obligation to pay all amounts due to Shoprite.

3.2. It will be the account holder's duty to check the statement and to make sure that it is correct. Unless the account holder raises a query about its statement within 7 (seven) days from the date of the statement, it will be deemed to be correct.

### 4. PAYMENT TERMS

4.1. Payments must be made within the approved number of days reflected on the statement. Payments can be made by direct deposit or electronic transfer into the bank account specified on the statement and the account number enclosed on the statement must be used as the reference. Additionally you can pay your account at any of our retail outlets.

4.2. In the case of deposits and electronic transfers, a copy of the deposit slip or proof of payment must be e-mailed to the person handling the account in order for the payment to be allocated to the correct account. A remittance advice must accompany the payment.

### 5. CERTIFICATE

A certificate signed by any manager of Shoprite (whose appointment and authority need not be proved) as to the amount due and payable by the account holder or any other matter regarding the account (inclusive of interest) will be *prima facie* proof of the correctness thereof.

### 6. NOTICES

The address given on the application form by the account holder will for all purposes serve as the account holder's domicilium address, which may be changed by written notice to Shoprite. Any domicilium change by the account holder will only take effect 7 (seven) days after receipt of such notice by Shoprite.

### 7. AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS (DEBIT ORDERS)

7.1. If so elected on the application form and provided that the necessary banking details have been completed, any amounts due on the account holder's statement will be recovered on the last date of each month directly from the bank account of the account holder by way of debit order.

7.2. The account holder hereby authorises Shoprite to collect any amount due by the account holder from the bank account as indicated on the application. This authorisation will remain in force until all amounts due by the account holder has been settled in full.

7.3. The amount collected from the account holder's bank account may differ from month to month, depending on the amount outstanding on the statement.

7.4. All payment instructions issued by Shoprite shall be treated by the account holder's above mentioned bank as if the instructions had been issued by the account holder personally.

7.5. The account holder may not delegate any of its obligations in terms of these terms and conditions to any third party.

7.6. The account holder may not change its banking details in respect of the debit order without prior written notice to Shoprite and without providing Shoprite with the new banking details.

## 8. LIABILITY

8.1. The account holder hereby indemnifies Shoprite, its employees and/or agents from any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of Shoprite (for example strikes, trade disputes, accidents, computer failures, breakdowns, power failures, shortages affecting Shoprite or Shoprite's usual sources of supply or Shoprite's means of delivery of the goods).

8.2. Shoprite will not be held liable for any loss and/or damage sustained by the applicant, account holder or any third party regarding either the application or these terms and conditions.

## 9. LOSS OF CARD

Any card loss must be reported to the Shoprite Card Division without delay. A replacement card may be issued at a charge as determined by Shoprite from time to time.

## 10. GENERAL

10.1. Any action or failure to act by the employees and/or agents of the account holder will be imputed to the account holder.

10.2. In the event that the account holder commits a breach of any term and/or condition set out herein or commit any act which is unlawful, immoral or which constitutes immoral business practice, then all amounts owing by the account holder to Shoprite will become immediately due and payable and the account may be closed immediately. The account holder will be liable for all expenses incurred by Shoprite in exercising any rights arising out of a breach of the account holder's obligations under these terms and conditions.

- 10.3. The account holder hereby warrants that the signatory to any tax invoice, delivery note or other documentation of Shoprite made out in the name of, or to the account holder, is duly authorised to bind the account holder in respect of the relevant transaction.
- 10.4. Any variation of these terms and conditions by the account holder shall only be effective once reduced to writing and signed by both parties.
- 10.5. The account holder agrees to Shoprite obtaining any necessary information to ascertain or confirm the credit record of the account holder. Shoprite undertakes to only use information obtained for purposes of these terms and conditions and furthermore undertakes to not share the information obtained with other credit providers.
- 10.6. For the purpose of processing an application and/or managing the ActForChange/Business/Edu Card, the applicant/account holder shall provide Shoprite with all the necessary personal information as may be required. The applicant/account holder agrees that Shoprite may process its personal information and retain same in accordance with the Protection of Personal Information Act 4 of 2013 ("POPI"). Shoprite undertakes to only use the personal information obtained for the purposes of processing an application and/or managing the ActForChange/Business/Edu Card and for no other purpose, unless agreed to otherwise. Shoprite shall not share the personal information of the applicant/account holder to any 3<sup>rd</sup> (third) party unless the necessary consent has been obtained.
- 10.7. The account holder acknowledges that they have read and understood the above terms and conditions, and therefore, signs same voluntarily and without inducement.

## 11. SURETYSHIP

- 11.1. Should the applicant be a limited liability company or close corporation, the Directors or Members (as the case may be) agree and undertake to bind themselves as Surety/ies and Co-Principal Debtors in Solidium in respect of all amounts owing by the account holder to Shoprite.
- 11.2. In the event of a Surety being married in community of property, the onus will be on the Surety to obtain the consent and signature of their spouse to enter into such surety.