

TERMS & CONDITIONS OF USE OF THE MRPRICEMONEY CARD

1. DEFINITIONS

- 1.1 "the Act" means the National Credit Act, 34 of 2005, and Regulations as amended;
- 1.2 "Agreement", "credit agreement", "facility" or "account" means the credit facility and credit agreement between you and us incorporating the pre-agreement quotation as well as the terms and conditions of the card and credit facility in force from time to time;
- 1.3 "Application" or "applying" means when you apply to us for a credit facility;
- 1.4 "Card" means the personal account card, called a Mr Pricemoney card, issued by us to you for your use when accessing your credit facility in respect of our merchandise;
- 1.5 the "Credit provider" "we", "us", "our", "Mr Price" means the Mr Price Group Limited, of Upper Level, North Concourse, 65 Masabalala Yengwe Avenue (formerly NMR Avenue), Durban 4001 being the credit provider registered in terms of the National Credit Act 34 of 2005 ("NCA"), number NCRCP46, an authorized financial services provider, FSP31450 and includes Mr Price, Mr Price Sport, Mr Price Home, Sheet Street, Milady's or to any person to whom we transfer any of our rights or obligations under this Agreement
- 1.6 the "Credit Receiver", "You", "your" means, the person whose name appears on the credit application form and to whom Mr Price Group Limited grants credit on these Terms and Conditions;

2. THE APPLICATION, CREDIT FACILITY AND CREDIT AGREEMENT

- 2.1 Any application is subject to our credit approval criteria, these terms and conditions, and the NCA. We have the discretion to decline your application, to determine and decrease any credit limit and we have the right to withdraw or close the facility at any time.
- 2.2 Your application will be considered on the information you have provided to us. You warrant that the information is true, accurate and correct.
- 2.3 Upon successful application we will provide you with a pre-agreement quotation which will set out your credit limit, costs and further details of the credit facility.
- 2.4 The agreement will be entered into on the day you sign the pre-agreement quotation accepting the content thereof and these terms and conditions.

3. YOUR CARD

- 3.1 You will be issued with a Mr Pricemoney card which you must sign using a ballpoint pen.
- 3.2 You are the only person who may use your card and you cannot transfer it to any other person or authorise any other person to use it.
- 3.3 If you have requested additional cards on your facility, you will be responsible for the purchases made using such additional card. Any additional card issued by us against this facility must also immediately be signed by the person that you nominate to use that additional card. Only you or your nominated additional cardholder may use the additional card.
- 3.4 Ownership of the card(s) vests with us and you must return the card(s) on demand.
- 3.5 You may use the card to make purchases at Mr Price against the credit facility provided by us. You cannot make purchases unless you produce your card.
- 3.6 You are responsible for the safekeeping of the card. If your card (or additional card) is stolen, you must immediately notify us by phoning 08610 66639. If you fail to notify us that your card (or additional card) is lost or stolen, you will be liable for any purchases charged to your account until such time as such card is reported lost or stolen.

4. CREDIT LIMIT

- 4.1 The balance owing by you from time to time may not exceed your credit limit which is the initial credit limit referred to in your pre-agreement quotation.
- 4.2 Should you wish to be eligible for an automatic credit limit increase, you must select this option on the application form, or later advise us if you would like your credit limit increased. If you choose this automatic increase we will continue to review and may increase your credit limit annually in accordance with the ACT.
- 4.3 Should you wish to obtain a temporary credit limit increase, then you will have to inform us of this so that we can record this. The credit limit will be temporarily increased for a limited time. After repayment of that increased amount, your credit limit will be reduced to what it was before the increase.
- 4.4 Should you at any stage wish to have your credit limit increased other than as above, then you must request us to do so. We will then conduct the necessary affordability assessments.
- 4.5 You may instruct us at any time to reduce your credit limit or to set a maximum credit limit. We have the right to reduce, change or cancel the facility and credit limit.

5. MONTHLY STATEMENTS AND PAYMENTS

- 5.1 We will send your monthly statement to you by post, e-mail, MMS or SMS to your cell-phone, as chosen by you. The statement will show:
 - 5.1.1 the total amount owing as at the statement process date;
 - 5.1.2 the purchases made for the month;
 - 5.1.3 any financial service charges for the month;
 - 5.1.4 the annual interest rate applicable;
 - 5.1.5 the amount of interest being charged for the month;
 - 5.1.6 the minimum amount you must pay by the due date.
- 5.2 Non-receipt of your statement does not free you from your obligation to pay any amount due to us as you can obtain information from us about your account and your balance by telephoning 08610 66639 during normal office hours.
- 5.3 We must receive at least the minimum instalment due as indicated on your statement, or the amount of R30 (whichever is the greater) on or before the due date.
- 5.4 You may prepay any amount owed to us at any time.

6. INTEREST

- 6.1 The interest rate applicable to your credit facility is the interest rate quoted on your pre-agreement quotation, being the maximum amount permitted by the NCA from time to time. This maximum NCA rate is linked to the SA Reserve Bank Repurchase Rate ("Repo Rate"). Whenever the Repo Rate increases or decreases, the interest rate payable by you will increase or decrease by the same proportion. Changes thereto will be notified in writing to you by way of your monthly statement.
- 6.2 Interest will be calculated on a daily basis and compounded monthly, on the due date of the instalment, on the full outstanding balance, until date of payment. The interest is then added to your outstanding balance.

7. INSURANCE

- 7.1 You may elect to accept or decline the Lost Card Protection insurance ("LCP") or Customer Protection Plan ("CPP") offered by us.
- 7.2 You may also make your own arrangements for credit insurance.
- 7.3 If you elect to accept the LCP or CPP offered by us you are advised we receive a commission from the insurer, in respect of such insurance, equal to 20% of the monthly amount payable by you to the insurer.
- 7.4 A summary of these insurance products is as follows:
 - 7.4.1 LCP: This product covers you against the fraudulent use of your card should it be lost or stolen. In addition, we will pay a benefit of R300 to your MrPricemoney account if your personal effects are lost or stolen at the same time as your card. We will also pay R250 directly

into your bank account to help you replace your ID and Drivers License documents if it was lost or stolen at the same time as your card. Our 24/7 Trauma Assist Helpline will provide you with counselling after the occurrence of a traumatic event and should you find yourself in an emergency situation, our Mobile Trauma Alert will allow you to alert 5 family members or friends at the mere push of a button on your cellphone.

- 7.4.2 CPP: This product is designed to pay the outstanding balance on your MrPricemoney account, up to R15 000, in the event of death, retrenchment, critical illness or hospitalisation (of 14 or more consecutive days). It can also be extended to cover your partner, or both you and your partner. In the event of accidental death an additional R2 500 can also be paid out to the insured person's beneficiary. (These products are covered in more detail in the application form brochure and in the policy documents, which can be obtained in store, by calling 011 789 5886, or by visiting the web site, www.varisk.co.za).

8. LEGAL AND OTHER CHARGES AND COSTS

- 8.1 If your account goes into arrears:
- 8.1.1 default information will be submitted to the credit bureau and this will affect your ability to obtain further credit; and
 - 8.1.2 we may suspend your facility and give you 10 days notice before closing your account. If we close your account, you will be required to pay the account in full; and
 - 8.1.3 your account may be handed over to a debt collecting agency for recovery of amounts due and you will be charged with these costs; and
 - 8.1.4 if we have to institute legal action against you (issue a summons) you will be liable for all legal costs including legal costs on the scale of attorney and client, collections costs and tracing fees.
- 8.2 The above costs will be debited to your account, as well as such other charges as and fees as provided for in the NCA.
- 8.3 Judgement may also be taken against you.

9. CERTIFICATE OF INDEBTEDNESS

A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us and the interest rate applicable to your facility is stated, shall be sufficient proof of your indebtedness in any legal proceedings and shall be regarded as prima facie proof until you prove that the amount or the interest rate is incorrect.

10. WAIVER

If for any reason or purpose we do not immediately enforce or implement any of our rights in terms of this agreement, it does not mean that we have abandoned, given up or waived such rights.

11. CONSENT TO JURISDICTION

In terms of sec 45 of the Magistrate's Court Act, 32 of 1944, ("MCA") you hereby consent that we may institute any legal proceedings that have to do with this agreement or your account, in the Magistrate's Court, being any magistrate's court, which in terms of sec 28 of the MCA, has jurisdiction over you. We can however choose to institute action against you in any other court having jurisdiction.

12. ADDRESSES

The home address you gave us when completing the application form is the address which you choose where legal notices and any process may be served on you (your "domicile address"). Your mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communication. You must inform us if you move to another address or change your address.

13. CONSUMER CREDIT INFORMATION AND CREDIT BUREAU

- 13.1 You agree that we may:
- 13.1.1 make enquiries to confirm any information provided by you in your application or at any time during agreement;
 - 13.1.2 submit to any credit bureau or third party (with whom you have financial relations at any time) any information as provided by you about you or your application, the opening or closing of this agreement or your account;
 - 13.1.3 seek, verify and receive information from the persons in 13.1.2 above when assessing your application or your credit worthiness, and also at any time during the existence of your account;
 - 13.1.4 provide, disclose and register the existence of this agreement and any personal information and detail relating thereto, the persons in 13.1.2 above, sharing positive and negative information about you or your credit account, including non-compliance with the this agreement.
- 13.2 You acknowledge and understand the credit bureau will provide us with credit profile information and a credit score reflecting your credit worthiness.
- 13.3 We will be entitled to obtain and disclose the above information-
- 13.3.1 if we think it necessary or may be of benefit to you;

- 13.3.2 where we are legally compelled to do so;
 - 13.3.3 where it is in our, or the public interest to so disclose.
- 13.4 You agree that the personal information provided by you, may be used by us for marketing and related purposes. Should you not wish us to utilise your information for this purpose you must advise is thereof in writing.
- 13.5 You waive any rights or claims you may have against us relating to the provision of information by or to us in terms of this agreement.
- 13.6 You have the right to contact the credit bureau, have your credit records disclosed to you, to challenge such information and have inaccurate information corrected. The credit bureaus used by us are:
- 13.6.1 XDS : telephone: 011 645 9100;
 - 13.6.2 TransUnion Credit: telephone: 0861 48 24 82;
 - 13.6.3 Experian Credit Bureau telephone: 0861 10 56 65.
- 13.7 You can also file any complaints with the National Credit Regulator on 0860 627 627 or contact the National Credit Tribunal.

14. GENERAL

- 14.1 We will monitor and record all phone calls with you.
- 14.2 You confirm that the terms and conditions and the meaning and consequences of this agreement have been presented and explained to you in a language that you understand. The risk relating to the agreement as well as your rights and obligations have also been explained to you.
- 14.3 We are entitled at any time to cede, assign or transfer any or all of our rights and obligations hereunder to any person.
- 14.4 We will not be held liable for any loss or damage sustained by you or a third party regarding either the application for credit or regarding this agreement.
- 14.5 If we cannot enforce any condition under this agreement, it will not affect any of the other conditions under this agreement.
- 14.6 In order to be valid and binding, and unless such amendment is made in accordance with the NCA, any changes or amendments to this agreement must either be made in writing or be recorded telephonically and thereafter verified by us in writing. We may however at any time amend or replace these terms and conditions and if we do so, it does not mean a novation of the agreement, any transaction or your indebtedness (meaning that a new agreement does not come into place).
- 14.7 The pre-agreement quotation and these terms and conditions, forms the whole agreement between you and us regarding your credit facility, and this is governed by and interpreted in accordance with the laws of the Republic of South Africa.

TERMS & CONDITIONS

OF USE OF THE MRPRICEMONEY 24 MONTH CARD

1. DEFINITIONS

1.1 "the Act" means the National Credit Act, 34 of 2005, and Regulations as amended;

1.2 "Agreement", "credit agreement", "facility" or "account" means the credit facility and credit agreement between you and us incorporating the pre-agreement quotation as well as the terms and conditions of the card and credit facility in force from time to time;

1.3 "Application" or "applying" means when you apply to us for a credit facility;

1.4 "Card" means the personal account card, called a Mr Pricemoney 24 month card, issued by us to you for your use when accessing your credit facility in respect of our merchandise;

1.5 the "Credit provider" "we", "us", "our", "Mr Price" means the Mr Price Group Limited, of Upper Level, North Concourse, 65 Masabalala Yengwe Avenue (formerly NMR Avenue), Durban 4001 being the credit provider registered in terms of the National Credit Act 34 of 2005 ("NCA"), number NCRCP46, an authorized financial services provider FSP31450, and includes Mr Price, Mr Price Sport, Mr Price Home, Sheet Street, Milady's or to any person to whom we transfer any of our rights or obligations under this Agreement;

1.6 the "Credit Receiver", "You", "your" means, the person whose name appears on the credit application form and to whom Mr Price Group Limited grants credit on these Terms and Conditions;

2. THE APPLICATION, CREDIT FACILITY AND CREDIT AGREEMENT

2.1 Any application is subject to our credit approval criteria, these terms and conditions, and the NCA. We have the discretion to decline your application, to determine and decrease any credit limit and we have the right to withdraw or close the facility at any time.

2.2 Your application will be considered on the information you have provided to us. You warrant that the information is true, accurate and correct.

2.3 Upon successful application we will provide you with a pre-agreement quotation which will set out your credit limit, costs and further details of the credit facility.

2.4 The agreement will be entered into on the day you sign the pre-agreement quotation accepting the content thereof and these terms and conditions.

3. YOUR CARD

3.1 You will be issued with a Mr Pricemoney 24 month card which you must sign using a ballpoint pen.

3.2 You are the only person who may use your card and you cannot transfer it to any other person or authorise any other person to use it.

3.3 If you have requested additional cards on your facility, you will be responsible for the purchases made using such additional card. Any additional card issued by us against this facility must also immediately be signed by the person that you nominate to use that additional card. Only you or your nominated additional cardholder may use the additional card.

3.4 Ownership of the card(s) vests with us and you must return the card(s) on demand.

3.5 You may use the card to make purchases at Mr Price Home and Mr Price Sport against the credit facility provided by us. You cannot make purchases unless you produce your card.

3.6 You are responsible for the safekeeping of the card. If your card (or additional card) is stolen, you must immediately notify us by phoning 08610 66639. If you fail to notify us that your card (or additional card) is lost or stolen, you will be liable for any purchases charged to your account until such time as such card is reported lost or stolen.

4. CREDIT LIMIT AND MINIMUM PURCHASE VALUE

4.1 The balance owing by you from time to time may not exceed your credit limit which is the initial credit limit referred to in your pre-agreement quotation.

4.1.1 your first purchase must have a value of at least R2000,00 (two thousand rand); and

4.1.2 All subsequent purchases must have a value of at least R400,00 (four hundred rand).

4.2 Should you wish to be eligible for an automatic credit limit increase, you must select this option on the application form, or later advise us if you would like your credit limit increased. If you choose this automatic increase, we will continue to review and may increase your credit limit annually in accordance with the ACT.

4.3 Should you wish to obtain a temporary credit limit increase, then you will have to inform us of this so that we can record this. The credit limit will be temporarily increased for a limited time. After repayment of that increased amount, your credit limit will be reduced to what it was before the increase.

4.4 Should you at any stage wish to have your credit limit increased other than as above, then you must request us to do so. We will then conduct the necessary affordability assessments.

4.5 You may instruct us at any time to reduce your credit limit or to set a maximum credit limit. We have the right to reduce, change or cancel the facility and credit limit.

5. MONTHLY STATEMENTS AND PAYMENTS

5.1 We will send your monthly statement to you by post, e-mail, MMS or SMS to your cell-phone, as chosen by you. The statement will show:

5.1.1 the total amount owing as at the statement process date;

5.1.2 the purchases made for the month;

5.1.3 any financial service charges for the month;

5.1.4 the annual interest rate applicable;

5.1.5 the amount of interest being charged for the month;

5.1.6 the minimum amount you must pay by the due date.

5.2 Non-receipt of your statement does not free you from your obligation to pay any amount due to us as you can obtain information from us about your account and your balance by telephoning 08610 66639 during normal office hours.

5.3 We must receive at least the minimum instalment due as indicated on your statement, or the amount of R30 (whichever is the greater) on or before the due date.

5.4 You may prepay any amount owed to us at any time.

6. INTEREST

6.1 The interest rate applicable to your credit facility is the interest rate quoted on your pre-agreement quotation, being the maximum amount permitted by the NCA from time to time. This maximum NCA rate is linked to the SA Reserve Bank Repurchase Rate ("Repo Rate"). Whenever the Repo Rate increases or decreases, the interest rate payable by you will increase or decrease by the same proportion. Changes thereto will be notified in writing to you by way of your monthly statement.

6.2 Interest will be calculated on a daily basis and compounded monthly, on the due date of the instalment, on the full outstanding balance, until date of payment. The interest is then added to your outstanding balance.

7. INSURANCE

7.1 You may elect to accept or decline the Lost Card Protection insurance ("LCP") or Customer Protection Plan ("CPP") offered by us.

7.2 You may also make your own arrangements for credit insurance.

7.3 If you elect to accept the LCP or CPP offered by us you are advised we receive a commission from the insurer, in respect of such insurance, equal to 20% of the monthly amount payable by you to the insurer.

7.4 A summary of these insurance products is as follows:

7.4.1 LCP: This product covers you against the fraudulent use of your card should it be lost or stolen. In addition, we will pay a benefit of R300 to your MrPricemoney

account if your personal effects are lost or stolen at the same time as your card. We will also pay R250 directly into your bank account to help you replace your ID and Drivers License documents if it was lost or stolen at the same time as your card. Our 24/7 Trauma Assist Helpline will provide you with counselling after the occurrence of a traumatic event and should you find yourself in an emergency situation, our Mobile Trauma Alert will allow you to alert 5 family members or friends at the mere push of a button on your cellphone.

7.4.2 CPP: This product is designed to pay the outstanding balance on your MrPricemoney account, up to R15 000, in the event of death, retrenchment, critical illness or hospitalisation (of 14 or more consecutive days). It can also be extended to cover your partner, or both you and your partner. In the event of accidental death an additional R2 500 can also be paid out to the insured person's beneficiary. (These products are covered in more detail in the application form brochure and in the policy documents, which can be obtained in store, by calling the Call Centre on Share Call Number 011 789 5885, or by visiting the web site, www.varisk.co.za).

8. LEGAL AND OTHER CHARGES AND COSTS

8.1 If your account goes into arrears:

- 8.1.1 default information will be submitted to the credit bureau and this will affect your ability to obtain further credit; and
- 8.1.2 we may suspend your facility and give you 10 days notice before closing your account. If we close your account, you will be required to pay the account in full; and
- 8.1.3 your account may be handed over to a debt collecting agency for recovery of amounts due and you will be charged with these costs; and
- 8.1.4 if we have to institute legal action against you (issue a summons) you will be liable for all legal costs including legal costs on the scale of attorney and client, collections costs and tracing fees.

8.2 The above costs will be debited to your account, as well as such other charges as and fees as provided for in the NCA.

8.3 Judgement may also be taken against you.

9. CERTIFICATE OF INDEBTEDNESS

A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us and the interest rate applicable to your facility is stated, shall be sufficient proof of your indebtedness in any legal proceedings and shall be regarded as prima facie proof until you prove that the amount or the interest rate is incorrect.

10. WAIVER

If for any reason or purpose we do not immediately enforce or implement any of our rights in terms of this agreement, it does not mean that we have abandoned, given up or waived such rights.

11. CONSENT TO JURISDICTION

In terms of sec 45 of the Magistrate's Court Act, 32 of 1944, ("MCA") you hereby consent that we may institute any legal proceedings that have to do with this agreement or your account, in the Magistrate's Court, being any magistrate's court, which in terms of sec 28 of the MCA, has jurisdiction over you. We can however choose to institute action against you in any other court having jurisdiction.

12. ADDRESSES

The home address you gave us when completing the application form is the address which you choose where legal notices and any process may be served on you (your "domicile address"). Your mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communication. You must inform us if you move to another address or change your address.

13. CONSUMER CREDIT INFORMATION AND CREDIT BUREAU

13.1 You agree that we may:

- 13.1.1 make enquiries to confirm any information provided by you in your application or at any time during agreement;
- 13.1.2 submit to any credit bureau or third party (with whom you have financial relations at any time) any information as provided by you about you or your application, the opening or closing of this agreement or your account;
- 13.1.3 seek, verify and receive information from the persons in 13.1.2 above when assessing your application or your credit worthiness, and also at any time during the existence of your account;
- 13.1.4 provide, disclose and register the existence of this agreement and any personal information and detail relating thereto, the persons in 13.1.2 above, sharing positive and negative information about you or your credit account, including non-compliance with the this agreement.

13.2 You acknowledge and understand the credit bureau will provide us with credit profile information and a credit score reflecting your credit worthiness.

13.3 We will be entitled to obtain and disclose the above

information-

- 13.3.1 if we think it necessary or may be of benefit to you;
 - 13.3.2 where we are legally compelled to do so;
 - 13.3.3 where it is in our, or the public interest to so disclose.
- 13.4 You agree that the personal information provided by you, may be used by us for marketing and related purposes. Should you not wish us to utilise your information for this purpose you must advise is thereof in writing.
- 13.5 You waive any rights or claims you may have against us relating to the provision of information by or to us in terms of this agreement.

13.6 You have the right to contact the credit bureau, have your credit records disclosed to you, to challenge such information and have inaccurate information corrected.

The credit bureaus used by us are:

- 13.6.1 XDS : telephone: 011 645 9100;
- 13.6.2 TransUnion Credit: telephone: 0861 48 24 82;
- 13.6.3 Experian Credit Bureau telephone: 0861 10 56 65.

13.7 You can also file any complaints with the National Credit Regulator on 0860 627 627 or contact the National Credit Tribunal.

14. GENERAL

14.1 We will monitor and record all phone calls with you.

14.2 You confirm that the terms and conditions and the meaning and consequences of this agreement have been presented and explained to you in a language that you understand.

The risk relating to the agreement as well as your rights and obligations have also been explained to you.

14.3 We are entitled at any time to cede, assign or transfer any or all of our rights and obligations hereunder to any person.

14.4 We will not be held liable for any loss or damage sustained by you or a third party regarding either the application for credit or regarding this agreement.

14.5 If we cannot enforce any condition under this agreement, it will not affect any of the other conditions under this agreement.

14.6 In order to be valid and binding, and unless such amendment is made in accordance with the NCA, any changes or amendments to this agreement must either be made in writing or be recorded telephonically and thereafter verified by us in writing. We may however at any time amend or replace these terms and conditions and if we do so, it does not mean a novation of the agreement, any transaction or your indebtedness (meaning that a new agreement does not come into place).

14.7 The pre-agreement quotation and these terms and conditions, forms the whole agreement between you and us regarding your credit facility, and this is governed by and interpreted in accordance with the laws of the Republic of South Africa.