

NB: Please attach copies of Your latest 3 months payslips and a copy of Your ID with this application and send to applications@smartadvance.co.za

APPLICATION FORM

This loan application form, together with the Pre-Agreement Statement and Quotation and Terms and Conditions (together the "Agreement"), will constitute a legally binding agreement between You, the Consumer, and SmartAdvance (Pty) Ltd (the "Credit Provider") only upon acceptance thereof by the Credit Provider. Such acceptance will be evidenced by the disbursement of the Credit Advanced to You and/or the Third Party nominated by You or settlement of Your existing credit agreements with the Credit Provider.

CONSUMER PERSONAL DETAILS

First Names:	<input type="text"/>	Title:	<input type="text"/>
Surname:	<input type="text"/>	Gender:	<input type="checkbox"/> M <input type="checkbox"/> F
ID/Passport No.:	<input type="text"/>	Date of Birth:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Telephone No. (H):	<input type="text"/>	Telephone No. (W):	<input type="text"/>
Cellphone No.:	<input type="text"/>	Email Address:	<input type="text"/>
Residential Address:	<input type="text"/>		
	<input type="text"/>	Code:	<input type="text"/>
Marital Status:	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Married in Community of Property <input type="checkbox"/> Married out of Community of Property <input type="checkbox"/> Traditional Union		
Are You currently under administration / sequestration or have You applied for administration / sequestration?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are You currently under debt review or seeking debt review?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

CONSUMER EMPLOYMENT DETAILS

Employer:	<input type="text"/>		
Physical Address:	<input type="text"/>		
	<input type="text"/>	Code:	<input type="text"/>
Occupation:	<input type="text"/>	Employer Contact No.:	<input type="text"/>
Employee No.:	<input type="text"/>		
Salary Frequency:	<input type="checkbox"/> Weekly <input type="text"/> DAY <input type="checkbox"/> Monthly <input type="text"/> <input type="text"/>		

CONSUMER BANKING DETAILS

Your banking details will be validated by Your payslip and the information that You are required to provide to the Credit Provider in Part E2 of the Pre-Agreement Statement and Quotation attached herewith.

LOAN AMOUNT AND PURPOSE OF LOAN

Loan Amount Sought: Please indicate your preferred Loan Amount in the Consumer Selection block of parts A, B and C of the Pre-Agreement Statement and Quotation.

Purpose of Loan: Housing & Related
 Furniture
 Small Business
 Education
 Debt Consolidation
 Service
 Other

CONSUMER MONTHLY EXPENSES

Accommodation:	<input type="text"/> R	<input type="text"/>	Transport:	<input type="text"/> R	<input type="text"/>
Medical:	<input type="text"/> R	<input type="text"/>	Food & Entertainment:	<input type="text"/> R	<input type="text"/>
Municipal:	<input type="text"/> R	<input type="text"/>	Education:	<input type="text"/> R	<input type="text"/>
Maintenance:	<input type="text"/> R	<input type="text"/>	Other:	<input type="text"/> R	<input type="text"/>

MARKETING CONSENT

Would you like to receive updates and marketing material from the credit provider and its partners? Yes, via Email SMS Telemarketing
 No

DOCUMENT RECEIPT SELECTION

Please select how you would like to receive your statement? Monthly via Email to you Download from online profile
 Quarterly via delivery to your employment address

How you would like to receive your final Credit Agreement, Terms and Conditions and Credit Life Insurance Documents? Email to you Download from online profile

CREDIT LIFE INSURANCE

As a condition for the approval of the loan, You are required to have credit life insurance cover until the loan is settled in full.

You can choose to obtain a credit life insurance policy from NiftyCover (Pty) Ltd ("NiftyCover"), an affiliate of the Credit Provider. NiftyCover is a registered financial services provider with FSP No. 43574. The policy offered by NiftyCover is underwritten by Guardrisk Life Limited, a licensed life insurer in terms of the Insurance Act and an Authorised Financial Services Provider (FSP No 76) ("The Insurer") and provides for the following benefits: Death and Permanent Disability: An amount equal to, but not exceeding, the Outstanding loan amount will be paid to the Credit Provider. Retrenchment and Temporary Disability: An amount equal to Your monthly instalment under the Credit Agreement will be paid to the Credit Provider: i) for a period of 12 (twelve) months; or (ii) for the remaining repayment period of the Credit Agreement; or (iii) until You are able to earn an income or are no longer unemployed or disabled. The Benefit is payable for whichever is the shorter period. The amounts disclosed in the remainder of this Agreement include the cost of the credit life insurance cover offered by NiftyCover.

You may also choose to provide proof of existing insurance cover, which must cover the same minimum insurable events as the policy offered by NiftyCover. If You choose this option, the Credit Provider will not be able to process Your loan application, with a possible delay of up to 5 (five) days, until You have supplied the Credit Provider with proof of the alternative policy (together with NCR Forms 22 and 23 – which will be provided to You upon request), the benefits of which must be ceded to the Credit Provider, who must accept such cession. If You choose to provide proof of existing cover, please send the full policy document to info@niftycover.co.za

Select NiftyCover Credit Life Insurance Policy. I have received and accept the term and conditions of the NiftyCover credit life policy. Provide Proof of Existing Cover

DECLARATION SIGNATURE

You, the undersigned Consumer, hereby agree that:

- All of the information provided in and as a part of this Application is true and correct.
- You have not been sequestered in the last 10 years, nor have You reached any compromise with Your creditors or been declared insolvent during such time.
- You have not taken up any further credit other than that which already existed at the time You applied for this loan.
- You are fully aware of the terms and conditions of this Agreement which have been provided to You and which can also be obtained from www.smartadvance.solutions or your employer.
- You consent to the Credit Provider and its various affiliates and service providers, making enquiries about Your credit record with any credit bureau, institution, person etc. to assess Your application and/or to confirm and or verify personal information provided by Yourself, and carrying out identity and fraud prevention checks and to share information with relevant organizations and service providers.
- You consent to the Credit Provider providing credit reference agencies with regular updates about the conduct of Your accounts, including any failure to meet the agreed terms and conditions.
- The Credit Provider, its various affiliates, service providers and partners may process and further process any information provided by you or on your behalf, which includes the receipt, storage and usage of such personal information. You consent that your personal information may be used for marketing purposes and waive the right to be notified whenever your information is used or processed.
- The person who assisted You with the completion of any part of the Agreement, which included reference to credit insurance may not be authorised to provide any financial advice. Should You require any information on the NiftyCover Credit Life Insurance Policy or require financial advice, please contact us on info@niftycover.co.za
- You fully understand and agree that the Credit Provider has the right to decline Your Application and that Your Application is only finally approved when the Credit Advanced is paid to You and/or a third party nominated by You.
- If Your application is declined because You do not qualify for the Loan Amount that You selected, You may re-apply.
- If You do not declare any monthly expenses, or those that You declare are lower than the Minimum Expense Norms Table contained in the Regulations to the National Credit Act, the Credit Provider will utilise the Minimum Expense Norms Table.
- You confirm that, should the Credit Provider grant a loan to You, this Application together with the Pre-Agreement Statement and Quotation and Terms and Conditions constitute a binding agreement and further confirm that You have read and understand Your rights and obligations as set out therein.

Date:

D	D	M	M	Y	Y	Y	Y
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 Signature: _____ Place: _____

Remember: For the Credit Provider to consider Your application and proceed with granting the loan, please supply us with:

First Time Applicants:

- A copy of Your Identity Document (RSA Citizens) or Passport (Foreign Nationals)
- A copy of Your latest 3 months payslips

Returning Applicants:

- A copy of Your latest 3 months payslips

THIRD PARTY PAYMENT DETAILS

PAYMENTS TO EDUCATIONAL INSTITUTIONS

Please only complete this section if the Purpose of Your loan is for the Credit Provider to make payment of the whole or a portion of the Credit Advanced to an Educational Institution.

Account Holder:
Account Number:

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 Bank Name:
Type of Account: Branch Code:

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Branch: Invoice Number:

Please ensure that a copy of the invoice is attached to this agreement.

You understand that, if a third party will be paid with the proceeds of the loan applied for, You will only receive the remaining balance of the Credit Advanced (if any) via electronic funds transfer to Your nominated bank account.

Take notice further that the Credit Provider shall not be responsible for any error or omission regarding the aforementioned account details. It shall remain your responsibility to provide the Credit Provider with the correct bank account details and to verify such details against the identity of the intended recipient.

Date:

D	D	M	M	Y	Y	Y	Y
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 Signature: _____ Place: _____

PRE-AGREEMENT STATEMENT AND QUOTATION FOR SMALL AND INTERMEDIATE CREDIT AGREEMENTS as contemplated in terms of section 92 of the National Credit Act 34 of 2005 ("NCA")

CREDIT PROVIDER

Name:	SmartAdvance (Pty) Ltd	Registration Number:	2010/015748/07
NCR Registration Number:	NCRCP 5512	VAT Registration Number:	4700260179
Physical Address:	First Floor, The Wedge, 43 Garsfontein Road, Waterkloof, Pretoria, 0145	Postal Address:	P.O. Box 39660, Garsfontein East 0060
Contact Number:	012 045 0606	Email Address:	applications@smartadvance.co.za

CONSUMER

Full Name:

ID/Passport No.:

Whose full and further details appear in the Application Form attached herewith.

AGREEMENT REFERENCE

Your Agreement Reference No. will be communicated to You upon acceptance of this Agreement by the Credit Provider.

Part A: Amount Advanced			Part B: Instalment Payable						Part C: Cost & Interest Rates					
Credit Advanced/ Principle Debt	One off Initiation Fee (incl. VAT)	Total Amount Financed	Monthly Service Fee (incl.VAT)	Monthly Credit Life Insurance Premium	Number of Instalments	Term in Months	Payment Frequency	Total Instalment	Total Cost of Credit Life Insurance	Total Cost of Interest	Total Interest Fees & Credit Life Insurance	Total of all Instalments/ Total Cost of Credit	Credit Cost Multiple	Monthly Interest Rate (%)

Please refer to the last page of the Pre-Agreement Statement and Quotation to see the loan selections available to You. Please select an option by placing Your initial in the row that best suits your personal circumstances.

PART D: INSURANCE ARRANGED BY CREDIT PROVIDER AND INSURANCE DISCLOSURE (NCR FORM 21)

Credit Life Insurance Premium: The actual Monthly Premium is disclosed in Part B of the Pre-Agreement Statement and Quotation.

By signing this Agreement, You elect to maintain the credit life insurance cover proposed by the Credit Provider, in terms of the NiftyCover Term Credit Life Insurance Policy, underwritten by Guardrisk Life Limited ("the Insurer"). In terms of section 106(5)(b) of the NCA, the purchase of the insurance policy proposed by the Credit Provider to You accrues the following:

- Total cost of the Credit Life Insurance for which You are liable has been disclosed in Part C of this Agreement.
- The additional fees, commission, remuneration or benefit payable in relation to the Credit Life Insurance policy are: 3.25% intermediary services fee and 9% binder fee of the monthly premium collected.
- The Credit Provider may charge a maximum rate of R4.50 per R1 000.00 of the credit advanced. The actual monthly premium amount has been disclosed in Part B of this Agreement.

You may substitute the NiftyCover Credit Life Insurance policy proposed for one of Your own choice, subject to the terms and conditions, and provided the cover and value is similar to the NiftyCover Credit Life Insurance policy proposed and the policy is ceded to the Credit Provider.

PART E: REPAYMENT ARRANGEMENTS

Method of Payment: Payroll deduction*

Total Monthly, Weekly/Biweekly Instalment: Disclosed in Part B of this Agreement.

Date of First Instalment Payment: Your first pay day following disbursement of the Credit Advanced, alternatively (30) (7) (14) calendar days after such disbursement, whichever comes first.

Date of Last Payment: The day on which You fully settle all Your obligations to the Credit Provider.

The quoted first and last payment dates will be subject to change by the Credit Provider if –

- the Consumer's salary payment date differs from the dates quoted; or
- the Consumer varies or defaults on any repayment.

* Repayments will be made monthly, weekly or bi-weekly either by means of direct salary deduction from Your employer's payroll or direct debit order, on the specified date, being the date on which You receive Your remuneration. Should Your remuneration date change or should your employment status change You are required to inform the Credit Provider as soon as possible and before payment falls due, to enable the Credit Provider to adjust the repayment date and/or method of deduction accordingly.

PART E1: Payroll Deduction Authorisation in terms of Section 34 (1) and (4) of the Basic Conditions of Employment Act No 75 of 1997

- i. You irrevocably instruct Your employer to deduct the total repayable amount or in the event of your resignation or termination for reasons other than those covered by the credit life insurance, the installment amount from Your salary and to pay these amounts to the Credit Provider on the date of payment of Your remuneration until the full amount has been paid. You hereby instruct Your employer that unless all amounts owing in terms of the agreement between You and the Credit Provider have been paid in full, this instruction may only be cancelled after You have obtained the written consent of the Credit Provider.
- ii. You permit the Credit Provider to disclose the content of this Agreement to Your employer for Your employer to pay over to the Credit Provider the amounts owing in terms of this Agreement and this consent.
- iii. You authorise Your employer to deduct the loan repayment installment directly from Your remuneration by utilising the employer's payroll administration system and to pay over such amounts, directly to the Credit Provider or an agent of the Credit Provider.
- iv. You acknowledge that You shall remain responsible for repayment of the loan at all relevant times, employed or unemployed, and that You shall be responsible to inform the Credit Provider immediately if You should leave the employ of Your employer and advise the Credit Provider of Your new employment.
- v. If You leave the employment of Your above-stated employer for any reason before the total amount repayable under this Agreement has been paid in full, You permit Your employer to disburse to the Credit Provider, any and all monies owing to the Credit Provider, from any unpaid wages or any other remuneration credits payable to You.
- vi. You specifically agree and acknowledge that in the instance that the funds are insufficient as retained from unpaid wages or any other remuneration credits payable to You, in such instance You specifically authorise the Credit Provider to, as an alternative collection method, implement a direct debit order on Your bank account, without any further notice to You. You shall be liable for any administrative and punitive costs due to implementation of such alternative collection method.

PART E2: AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS

1. Authority

Given by (Account Holders Name):	
Bank Name:	
Branch Code:	
Account No.:	
Type of Account:	

- You hereby authorise the Credit Provider and any of its successors-in-title or assigns, to issue and deliver payment instructions to your bank for collection against Your above mentioned account at Your above-mentioned bank (or any other account, bank or branch to which You may transfer Your account) on condition that the sum of such payment instructions will never exceed Your obligations as agreed to in the Agreement.
- This instruction commences on the date of Your first failed payroll deduction payment and shall continue until this Authority and Mandate is terminated by You by giving the Credit Provider notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to the Credit Provider's address indicated above.
- The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly or weekly or bi-weekly as the case may be on the day Your salary is paid into Your account.
- In the event that the pay day falls on a Saturday, Sunday or recognised South African public holiday, then the pay day will automatically be deemed to be the Friday prior to the pay day, or any other day on which Your salary is paid into Your account by Your Employer.
- Payment instructions due in December may be debited against Your account on the 15th of December or the day on which Your Employer confirms that Your salary will be paid to You in December, unless You send a written instruction to the Credit Provider by 5th of December instructing the Credit Provider otherwise, in which event your account shall be debited on the actual pay day in December.
- The payment instructions so authorised to be issued, must carry a number, which number must be included in the said payment instructions and if provided to You should enable You to identify the Agreement on Your bank statement.
- Further, if there are insufficient funds in the nominated account to meet the obligation, the Credit Provider is entitled to track Your account and re-present the instruction for payment as soon as sufficient funds are available in Your account.
- If the Credit Provider is unable to collect a payment in any month/week, Your monthly installment and an additional installment will be deducted from Your account in the following month.
- You understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and You also understand that details of each withdrawal will be printed on Your bank statement or on an accompanying voucher. Such must contain the Agreement Reference No. set out above, which number must be included in the said payment instruction and if provided to You should enable You to identify the Agreement.
- You will not be entitled to any refund of amounts which You have withdrawn while this authority was in force, if such amount were legally owing to You.

2. Mandate

You acknowledge that all payment instructions issued by the Credit Provider shall be treated by Your above-mentioned bank as if the instructions had been issued by You personally. To: SmartAdvance (Pty) Ltd (the "Credit Provider")

3. Cancellation

You agree that although this Authority and Mandate may be cancelled by You, such cancellation will not cancel the Agreement.

4. Assignment

You acknowledge that this authority may be ceded and/or assigned to a third party if the Agreement is also ceded and/or assigned to that third party, but in the absence of such cession and/or assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Date:

D	D	M	M	Y	Y	Y	Y
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 Signature: _____ Place: _____

PART F: FURTHER INFORMATION ON RIGHTS AND OBLIGATIONS

- Should it be determined that any of the information provided by You, to determine the offer made in this quotation, was incomplete or incorrect, the Credit Provider reserves the right not to proceed with or to cancel this Agreement.
- You hereby declare and acknowledge that –
 - You have fully and truthfully disclosed all information to the Credit Provider, including Your personal information and financial obligations and commitments in order for the Credit Provider to accurately conduct an affordability assessment as required by the NCA.
 - You are not currently in a position of over-indebtedness and by accepting the instalment and term of the loan You will not be placing Yourself in a position of over-indebtedness. You are not currently under, have not applied for and are not considering applying for debt review.
 - Your estate has never been placed under administration and You are not an unrehabilitated insolvent. You do not foresee any application to place Your estate under administration prior to the full repayment of Your debt under this Agreement.
 - In the event of being placed under administration (or debt counselling or sequestration) on a date after the approval of the Agreement, that all payments still due to the Credit Provider after the granting of the administration order ("future payments") shall fall within the ambit of Section 74A(2)(e)(ii) of the Magistrates Court Act No 32 of 1944 as amended and therefore excluded in terms of Section 74C(2) of the said Act and the Credit Provider shall therefore be entitled to recover all moneys still outstanding of the Agreement by means of legal action.
 - You were informed of Your rights regarding access to regular statements and have made Your selection in the Application Form.

PART G: ACKNOWLEDGEMENT OF DISTRIBUTION OF PRINCIPAL DEBT

- You hereby authorise and instruct the Credit Provider to utilise a portion or the whole of the Principal Debt to settle the existing credit agreement/s that You have with the Credit Provider.
- Any residual amount after such distribution will be disbursed to You.

This quotation is valid for a period of 5 business days from the date of this quotation, as set out on the first page of the Application Form.

Should You choose to accept the contents hereof within the stipulated 5 business day period, please sign the Pre-Agreement Statement and Quotation below and submit the signed document, signed Terms and Conditions as well as any additional supporting documentation as requested by the Credit Provider.

Signature: _____ Name: _____

Date:

D	D	M	M	Y	Y	Y	Y
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 Place: _____

This Pre-Agreement Statement and Quotation, together with the Terms and Conditions and the Application Form (together the "Agreement"), will constitute a legally binding agreement between You and the "Credit Provider" only upon acceptance thereof by the Credit Provider. Such acceptance will be evidenced by the disbursement of the Credit Advanced to You and/or the Third Party nominated by You or settlement of Your existing credit agreements with the Credit Provider.

TERMS & CONDITIONS FOR UNSECURED CREDIT

1. DEFINITION

- 1.1. In this document, unless inconsistent with the context:
- 1.1.1. "Agreement" means the Application, the Pre-Agreement Statement and Quotation and these terms and conditions as duly completed and signed by You or agreed with You and digitally recorded;
- 1.1.2. "Application" means the application form (whether electronic or not) completed by or on behalf of the Consumer;
- 1.1.3. "Consumer" or "You" means the applicant reflected on the Application form and with whom the Credit Provider may conclude a Loan Agreement;
- 1.1.4. "Credit Provider" or "We" means SmartAdvance (Pty) Ltd with registration number 2010/015748/07, a registered Credit Provider (NCRCP 5512), situated at The Wedge, First floor, 43 Garsfontein Road, Waterkloof, Pretoria, 0145;
- 1.1.5. "NCA" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time;
- 1.1.6. "Pre-agreement Statement and Quotation" means the pre-agreement statement and quotation as duly completed by the Consumer;
- 1.1.7. "Parties" means collectively the Consumer and the Credit Provider and "Party" means any one of these.

2. INTRODUCTION

- 2.1. These terms and conditions, together with the Pre-agreement Statement and Quotation, the Application and any other documentation signed by You or agreed with You and digitally recorded, will be the whole Agreement between You and the Credit Provider.

3. PRE-AGREEMENT STATEMENT AND QUOTATION

- 3.1. Prior to You concluding a credit agreement with the Credit Provider, the Credit Provider will provide You with a Pre-Agreement Statement and Quotation. You will be given 5 (five) working days to decide if You want to enter into a credit agreement with the Credit Provider on the terms set out in the Pre-Agreement Statement and Quotation and these terms and conditions.
- 3.2. Where Your financial or personal circumstances or the information provided by You changes after the Pre-Agreement Statement and Quotation is given to You, the Credit Provider may refuse to enter into the credit agreement or may provide You with a revised Pre-Agreement Statement and Quotation.
- 3.3. You warrant that all information provided by You to the Credit Provider is true and correct and is sufficient for the Credit Provider to conduct an affordability analysis.
- 3.4. If You did not declare any monthly expenses, or those that You declared are lower than the Minimum Expense Norms Table contained in the Regulations to the NCA, the Credit Provider will utilise the Minimum Expense Norms Table.
- 3.5. You warrant that You have not taken up any further credit, other than that which already existed at the time of the Application.

4. APPLICATION AND APPROVAL

- 4.1. If You decide that You wish to enter into a credit agreement, on the terms and conditions set out in this Agreement, Your signature or acceptance of the Pre-agreement Statement and Quotation will constitute an offer by You to the Credit Provider to enter into such an agreement which may be accepted or declined by the Credit Provider at its discretion.
- 4.2. The Agreement will become of full force and effect upon acceptance of the offer by the Credit Provider. Payment of the Credit Advanced to or the Third Party nominated by You is evidence of the Credit Provider's acceptance.

5. REPAYMENT TO THE CREDIT PROVIDER

- 5.1. If the Credit Provider accepts Your offer, the Credit Provider will pay the Credit Advanced either into Your bank account or wallet or to a third party chosen by You in the Pre-Agreement Statement and Quotation, and the Agreement will come into existence.
- 5.2. The Credit Provider will not be responsible for any damage or loss caused if the bank account details provided by You are incorrect.
- 5.3. You must make all periodic payments to the Credit Provider as and when they are due and payable in terms of this Agreement on or before the payment date without any deductions or demand.

6. PAYROLL DEDUCTION AUTHORISATION AND DEBIT ORDER MANDATE

- 6.1. Repayments will be made at the frequency described in the Pre-Agreement Statement and Quotation either by means of direct salary deduction from the Consumer's salary, or direct debit order, on the Consumer's pay day.
- 6.2. Payroll Deduction Authorisation
- 6.2.1. If the repayment is to be made by direct salary deduction by the Consumer's employer, the Consumer irrevocably instructs his/her employer to deduct the Total Instalment amount from his/her salary and to pay these amounts to the Credit Provider on the due dates until the full amount has been paid.
- 6.2.2. The Consumer acknowledges that he/she shall remain responsible for repayment of the loan at all relevant times, employed or unemployed.

- 6.2.3. The Consumer shall immediately inform the Credit Provider in the event that he/she is no longer employed with the employer to whom the payroll deduction authorization was given and shall advise the Credit Provider of his/her new employment.

- 6.2.4. It is specifically agreed, and the Consumer acknowledges that in the instance that deductible funds are insufficient, the Consumer specifically authorises the Credit Provider to, as an alternative collection method, implement a direct debit order on the Consumer's bank account, without any further notice to the Consumer. The Consumer shall be liable for any administrative and punitive costs due to implementation of such alternative collection method.

6.3. Debit Order Mandate

- 6.3.1. By signing and/or accepting, the Authority and Mandate for Payment Instructions which forms a part of the Pre-Agreement Statement and Quotation, You have authorised the Credit Provider to satisfy Your obligation by making a charge against an account held by You as per section 124 of the NCA.
- 6.3.2. The Credit Provider shall present debit orders to Your bank on Your salary date or when funds are available in Your account. Should funds not be available at the time that the debit order is presented to Your bank, the Credit Provider may continue presenting the unpaid debit order for as long as it is permissible to do so.
- 6.3.3. The Consumer will be liable for any and all bank or other charges incurred by the Credit Provider and/or the Consumer due to any non-payment.

7. DUE DATES AND PAYMENT DATES

- 7.1. The first instalment under this Agreement shall be due on the first salary date occurring after the loan is paid to You ("first due date").
- 7.2. The salary date is the date on which Your employer pays Your salary to You.
- 7.3. All other instalments (other than the first instalment) shall become due and payable on the date on which Your salary is paid to You by Your employer, as it may change from time to time. If, for whatever reason, You are not paid a salary in any week or month (as the case may be), the instalment shall be due and payable on the date on which You were usually paid Your salary as declared in the Pre-Agreement Statement and Quotation.
- 7.4. If an instalment is not received by the Credit Provider on the date on which it is due and payable, the Credit Provider may, in its sole discretion (but shall not be obliged to), elect to write off arrear interest on overdue amounts if the full amount of the instalment is received by the Credit Provider within a reasonable time (as determined by the Credit Provider in its sole discretion) of the date on which the instalment was due and payable.

8. ALLOCATION OF PAYMENTS RECEIVED

- 8.1. The Credit Provider will credit each payment (whether such payment is a full instalment, partial instalment or payment of a settlement amount) made by You under the Agreement as of the date of receipt of payment, as follows:
- 8.1.1. firstly, to satisfy any due and/or unpaid interest charges;
- 8.1.2. secondly, to satisfy any due and/or unpaid fees or charges (including, without limitation, credit life insurance premiums); and
- 8.1.3. thirdly, to reduce the amount of the principal debt.

9. TERM AND INSTALMENTS

- 9.1. The number of instalments and term of the loan, as set out in the Pre-Agreement Statement and Quotation, have been calculated on the basis that You will make full payment of all instalments on the due dates.
- 9.2. If You do not pay all instalments on the due dates, the Credit Provider will be entitled, without prejudice to any other rights it may have, to extend the term of the Agreement to collect any outstanding amounts and may during this extended term, charge monthly service fees and credit insurance premiums.

10. INTEREST

- 10.1. The interest rate will be fixed for the full period of the Agreement.
- 10.2. The Credit Provider shall be entitled to charge interest daily. Interest will, however, only be added to the deferred amount (capital amount) once during a month.
- 10.3. Additional interest, being arrears interest, will be charged on all overdue amounts at the fixed interest rate disclosed in the Pre-Agreement Statement and Quotation and the total amount of interest, service fees and credit life insurance premiums reflected in the Pre-Agreement Statement and Quotation will increase accordingly.
- 10.4. The credit advanced to You in terms of the Agreement will be repayable to the Credit Provider together with the fees, charges and interest reflected on the Pre-Agreement Statement and Quotation.

11. COSTS OF CREDIT

- 11.1. The Credit Provider will be entitled to charge and capitalise any charges permissible by the NCA to the maximum extent permitted by the NCA including, without limitation, service fees, credit insurance premiums (as contemplated in 15), default administration charges and collection costs during:
- 11.1.1. the term of the loan (as set out in the Pre-Agreement Statement and Quotation);
- 11.1.2. any period for which the loan may be extended; and

- 11.1.3. after judgment is obtained against You, until the total amount outstanding is paid in full.
- 11.2. Any tracing fees incurred by the Credit Provider will be recovered from You. All attorney's or registered debt collector costs will also be recovered from You on the attorney and client scale.
- 11.3. This clause shall survive termination of this agreement for any reason whatsoever.
- 12. EARLY PAYMENT AND SETTLEMENT**
- 12.1. You may pay any amount owing to the Credit Provider in terms of the Agreement prior to the due date and without notice or penalty.
- 12.2. You may settle the Agreement early by paying the settlement amount.
- 12.3. The settlement amount is the total of the following amounts:
- 12.3.1. the unpaid balance of the principal debt at the time of termination; and
- 12.3.2. the unpaid interest charges and all other fees and charges payable by You to the Credit Provider up to the settlement date.
- 12.4. To obtain the correct settlement amount, You agree to obtain a settlement quotation from the Credit Provider.
- 13. CONSUMER'S RIGHT TO TERMINATE THE AGREEMENT**
- 13.1. You may terminate the credit agreement at any time by paying the settlement amount to the Credit Provider in accordance with clause 12.
- 14. DEFAULT AND THE CREDIT PROVIDER'S RIGHT TO TERMINATE AGREEMENT**
- 14.1. Where the Consumer is in default, the Credit Provider may accelerate payment of all outstanding amounts due or payable under the Agreement and/ or terminate the Agreement.
- 14.2. If an Event of Default, occurs the Credit Provider may:
- 14.2.1. in accordance with section 129 of the NCA, propose that You refer the Agreement to a debt counsellor, alternative dispute resolution agent, Consumer court or ombud with jurisdiction, with the intent that the Credit Provider and You resolve any dispute under the credit agreement or develop and agree on a plan to bring the payments under the credit agreement up to date; and
- 14.2.2. commence legal proceedings to enforce the Agreement after (i) providing the section 129 notice referred to above or terminate the debt review in terms of section 86(10) of the NCA (as the case may be); and (ii) meet any further requirements set out in section 130 of the NCA.
- 14.3. An "Event Of Default" will include but not be limited to the following: (i) the Consumer fails to make payment of any amount payable under this Agreement on the due date thereof; (ii) the Consumer's employment is terminated for any reason; (iii) the Consumer breaches any of the provisions of this Agreement; (iv) the Consumer commits any act of insolvency; (v) the Consumer dies; (vi) the Consumer provides incorrect information; or (vi) the Consumer does anything to prejudice the Credit Providers rights in terms of the Agreement.
- 14.4. Should the Credit Provider demand immediate payment of the loan, it will not lose or be limited in any way from exercising any other rights that it may have in law.
- 14.5. No relaxation or indulgence which the Credit Provider may show to the Consumer shall in any way prejudice or be deemed to be a waiver of the Credit Provider's rights and, in particular, no acceptance by the Credit Provider of payment after due date (whether on one or more occasions) or any other NCA or omission by the Credit Provider shall preclude it from exercising any rights enjoyed by it hereunder.
- 15. CREDIT INSURANCE COVER**
- 15.1. You are required to take out a credit life insurance policy as a condition for the grant of the loan. This requirement is a material term of the agreement.
- 15.2. You can take out an insurance policy offered by NiftyCover (Pty) Ltd ("NiftyCover"), an affiliate of the Credit Provider. This policy is underwritten by Guardrisk Life Limited, a licensed life insurer in terms of the Insurance Act and an Authorised Financial Services Provider (FSP No 76) (the "Insurer") which provides for the following benefits: Death and Permanent Disability: An amount equal to, but not exceeding, the Outstanding loan amount will be paid to the Credit Provider. Retrenchment and Temporary Disability: An amount equal to Your monthly instalment under the Credit Agreement will be paid to the Credit Provider: i) for a period of 12 (twelve) months; or (ii) for the remaining repayment period of the Credit Agreement; or (iii) until You are able to earn an income or are no longer unemployed or disabled with no waiting periods, subject to the terms, conditions and exceptions of this policy. A copy of the policy will be given to You with the Pre-Agreement Statement and Quotation. You have 31 (thirty one) days to either accept or refuse the policy.
- 15.3. You have the right to waive the credit life insurance product offered by NiftyCover and to substitute it with a policy of Your own choice provided such policy is of similar cover, is acceptable and is ceded to the Credit Provider.
- 15.4. If You accept the policy offered by NiftyCover, You declare that You have been made aware of Your entitlement of Your freedom of choice regarding Your application for credit insurance and that You were able to exercise Your freedom of choice as to which insurer provides the credit life insurance product, and were not subject to any coercion or inducement as to the manner in which You exercised that freedom of choice.
- 15.5. You, as the insured life, understand, agree and, where applicable, declare that:
- 15.5.1. any doctor, other person or institution is authorised before and after Your death to disclose any information concerning Your health, including the results of any blood tests, to the Insurer;
- 15.5.2. You will comply with all the terms, conditions and warranties of the credit insurance policy effected pursuant to this Agreement until all amounts outstanding by You under this Agreement have been paid in full; and
- 15.5.3. You will not, whilst there is an amount outstanding by You under this agreement, without the Credit Provider's prior written consent, cancel, vary or agree to any cancellation or variation of any of the terms, conditions and warranties of any credit insurance policy, nor will You release or agree to release the insurer in terms of any such policy from its obligations thereunder
- 15.6. It is recorded for the sake of clarity that:
- 15.6.1. in the collection of premiums, the Credit Provider, NiftyCover and/or their nominee/s acts as agent of the Insurer and not as Your agent; and
- 15.6.2. a related party of the Credit Provider has a financial interest in the Insurer which enables the Credit Provider's related party to benefit from the overall performance of the credit insurance scheme.
- 15.7. Your insurance premiums will be billed to Your account and collected as part of Your instalment. You will only have insurance cover if the terms of Your policy are met in relation to the payment of premiums.
- 15.8. The person who assisted You with the completion of the Agreement which included reference to credit insurance is not authorised to provide any financial advice. Should You require any information on the NiftyCover policy or require financial advice, please contact us on info@niftycover.co.za
- 16. PROTECTION OF PERSONAL INFORMATION**
- 16.1. Except as provided for in this clause, the Credit Provider will not disclose any of Your information without Your express consent, unless such disclosure is lawful or required by law.
- 16.2. You consented to the Credit Provider and its various affiliates and service providers, making enquiries about Your credit record with any credit bureau, institution, person etc. to assess your application. and/or confirm and/or verify the information provided by You, and to carry out identity and fraud prevention checks and to share such information with the relevant organisations and service providers.
- 16.3. You confirm that the Credit Provider may transmit to any credit bureau data about Your Application for and the granting of credit to You pursuant to a credit agreement.
- 16.4. You consent to the Credit Provider providing credit reference agencies with regular updates about the conduct of Your accounts, including the failure to meet the agreed terms and conditions and any disputed debit orders. The Credit Provider will transmit to any credit bureau notice of any non-compliance by You with the terms and conditions of this credit agreement after giving You 20 (twenty) business days' notice of its intention in this regard. The name and contact details of the credit bureau to which the Credit Provider transmits information are Transunion: [telephone 0861 482 482](tel:0861482482)
- 16.5. The credit bureau to which the Credit Provider transmits information will provide a credit profile and possibly a credit score on the creditworthiness of You to third parties as provided for in the NCA.
- 16.6. You have the right in terms of the NCA to contact the credit bureau, have its credit record disclosed and correct inaccurate information.
- 16.7. Further, the Credit Provider may obtain from and may disclose any fraudulent information and/or activity by You to the South African Fraud Prevention Services ("SAFPS") and/or any similar organization. In addition, You consent to the Credit Provider furnishing information about You to affiliates of the Credit Provider which relates to or has a bearing on any suspected or proven fraudulent activity. The Credit Provider reserves the right to refer any instance of proven fraud to the SAPS and, where possible, will actively seek to prosecute those responsible.
- 16.8. You hereby direct Your bank to release any financial information that the Credit Provider may require relating to Your bank accounts. This information includes, but is not limited to:
- 16.8.1. confirmation that You hold a banking account;
- 16.8.2. confirmation of the banking account number, the branch at which the account is held and the type of account;
- 16.8.3. the time period for which the banking account has been active;
- 16.8.4. a statement relating to transactions that were conducted through the banking account;
- 16.8.5. the balance and turnover relating to the banking account;
- 16.8.6. the transactional history relating to the banking account;
- 16.8.7. an item analysis and reconciliation report indicating the date on which the funds are withdrawn from or deposited into the banking account; and
- 16.8.9. information relating to any other banking accounts held at the bank.
- 16.9. You consent to the Credit Provider contacting Your employer to obtain or confirm any details relating to Your employment which the Credit Provider deems relevant in protecting its rights in terms of this agreement. Among other things, the Credit Provider may in its sole discretion (but is not obliged to) confirm the status of Your employment, remuneration, date on which You get paid and the bank account into which Your remuneration is paid.
- 16.10. You further consent to the Credit Provider obtaining any of Your personal information or other information it deems relevant including information relating to Your financial status, banking details, credit record, payment history, residential and work address from any third party to assess Your Application and/or verify the information provided by You, and carrying out identity and fraud prevention checks and to share information with relevant organisations and service providers.

- 16.11. You authorise the Credit Provider to carry out on-going credit checks and/or obtain Your credit information from a credit reference bureau.
- 16.12. In addition, various third-party service providers render services to the Credit Provider including, without limitation, independent sales agents and service providers that render information technology services, bureaux services, tracing services, account management services, marketing services, research services, hosting of information, email and websites, printing of documents and other such services. In order for those third parties to render those services, the Credit Provider may have to disclose certain of Your personal information to such third-party service providers. By signing and/or accepting this agreement, You consent to the Credit Provider disclosing and/or transferring and/or hosting Your personal information to or with third parties appointed by or on behalf of the Credit Provider to render services to it. You also consent to such third parties using Your personal information to perform services to the Credit Provider.
- 17. MARKETING OPTIONS**
- 17.1. In the event of any Credit Provider marketing campaign, the Consumer has the right to be excluded from any:
- 17.1.1. telemarketing;
- 17.1.2. marketing or Consumer data that may be sold or distributed;
- 17.1.3. any mass distribution of electronic messages.
- 17.2. Should the Consumer have elected to receive marketing material from the Credit Provider, the Consumer consents to the Credit Provider or any third party appointed by the Credit Provider, marketing to the Consumer in the manner and form selected by the Consumer, even after this Agreement has been terminated.
- 18. RIGHT TO ACCESS TO INFORMATION**
- 18.1. This Agreement constitutes the original loan agreement between the Consumer and the Credit Provider and is provided to the Consumer to retain.
- 18.2. This Agreement will be made available after approval of the loan, and this will be supplied to the Consumer, upon request of the Consumer.
- 18.3. This Agreement constitutes the entire agreement between the Consumer and the Credit Provider and no changes hereto shall be binding on the Credit Provider without the Credit Provider's written consent and acceptance.
- 18.4. Account statements will be supplied to the Consumer, upon request of the Consumer, free of charge.
- 18.5. For expanded terms and conditions, refer to the Credit Provider's website (www.smartadvance.solutions).
- 19. ADDRESSES**
- 19.1. All notices by either Party to the other must be in writing and sent by registered post or delivered by hand, for purposes of sending notices to:
- 19.1.1. The Credit Provider at: First floor, 43 Garsfontein Road, Waterkloof, Pretoria, 0145.
- 19.1.2. The Consumer at the physical address as reflected in the Agreement.
- 20. DISCLAIMER**
- 20.1. The Consumer confirms that he/she has read, understood and agrees to the above terms and conditions and that by completing the Application and the Pre-Agreement Statement and Quotation, the Consumer applied for a loan with the Credit Provider, which if granted, will be subject to the above terms and conditions.
- 20.2. This Agreement shall at the date of disbursement of the loan by the Credit Provider to the Consumer, constitute a valid and binding agreement.
- 21. GENERAL**
- 21.1. Payment**
- 21.1.1. If You utilized a digital channel to originate Your Application, You acknowledge that the Credit Provider will use its best efforts to make payment of the Credit Advanced within one hour from receipt of the OTP confirming the acceptance by the Borrower of the terms and conditions hereof but should for any unforeseen reason the payment not be made within five days of dispatch of the one-time password, this agreement shall lapse and be of no force and effect;
- 21.2. Electronic Communications and Transactions**
- 21.2.1. If You utilized a digital channel to originate Your Application, You confirm that this agreement does not infringe any provision of the Electronic Communications and Transactions Act, No. 25 of 2002 ("ECTA").
- 21.2.2. If You utilized a digital channel to originate Your Application, This Agreement shall at the date of disbursement of the loan by the Credit Provider to the Consumer, constitute a valid and binding agreement in accordance with Section 22 of the ECTA. No written confirmation or reciprocal signature by the Consumer and Credit Provider is required to give effect to the rights and obligations established by the agreement.
- 21.3. Certificate**
- 21.3.1. A certificate of balance signed by any manager of the Credit Provider may be used as proof of any outstanding amount.
- 21.4. Statements**
- 21.4.1. Your election with regards to the delivery of statements as recorded in the Pre-Agreement Statement and Quotation form will apply in respect of the delivery of statements of account.
- 21.5. Renunciation of Benefits**
- 21.5.1. You undertake not to rely on the legal defences that the debt has been pardoned by the Credit Provider or that the Credit provider agreed not to sue.
- 21.6. Non-Variation**
- No change to these terms and conditions nor any waiver of rights nor any agreed cancellation will be of force or effect unless recorded in writing and signed by or on behalf of both the Credit Provider and You, provided that nothing in this Agreement prohibits or restricts:
- 21.6.1. any method or process of amending a credit agreement as contemplated in the NCA; and/or
- 21.6.2. the Credit Provider from unilaterally amending this Agreement as permitted in terms of the NCA; and/or
- 21.6.3. a change in the commencement date and last date for payment (as quoted in The Pre-Agreement Statement and Quotation) if:
- 21.6.4. Your salary date differs from the dates quoted (in which event the payment dates shall be amended to coincide with the date on which Your salary is paid to You); and/or
- 21.6.5. if You default on any repayment (in which event the last payment date may, in the Credit Provider's sole and absolute discretion, be extended to a later date).
- 21.7. Updating Information**
- 21.7.1. The parties agree to inform each other should a change occur in terms of address, and in the event of the Consumer, income or general status that may affect this agreement;
- 21.7.2. Such notice should be done in writing or accepted means of electronic communication.
- 21.8. Marriages in Community of Property**
- If You are married:
- 21.8.1. in community of property;
- 21.8.2. in terms of a customary marriage in which Your spouse is not a partner in any other existing customary marriage;
- 21.8.3. in terms of a customary marriage where You or Your spouse is a partner in any other customary marriages and the agreement governing such marriages requires all or any spouses to consent to the conclusion of a credit agreement; or
- 21.8.4. in accordance with the law of a foreign country, You confirm that You have received the written consent of Your spouse/s to enter into this agreement as required by section 15 of the Matrimonial Property Act 88 of 1984.
- 21.9. Cession**
- 21.9.1. The Credit Provider is entitled to assign its rights, title and interest herein to any party or entity nominated by the Credit Provider, without permission or specific notice to You.
- 21.10. Over Indebtedness**
- 21.10.1. The Credit Provider confirms that it considered the Consumer's ability to repay their loan by performing an affordability assessment and the Consumer confirms that the information supplied in that regard is true and correct.
- 21.11. Dispute Resolution**
- 21.11.1. You may:
- 21.11.1.1. contact the Credit Provider on telephone number 012 045 0606;
- 21.11.1.2. resolve a complaint by way of alternative dispute resolution in terms of the NCA;
- 21.11.1.3. apply to a debt counsellor for assessment and debt review in terms of section 86 of the NCA, pursuant to which:
- 21.11.1.3.1. the debt counsellor may make an appropriate proposal to You and Credit Provider regarding (among other things):
- 21.11.1.3.2. a re-arrangement or re-calculation of Your obligations to the Credit Provider;
- 21.11.1.3.3. a postponement of Your obligations to repay the amount outstanding under the credit agreement; and
- 21.11.1.3.4. an extension of the term of the credit agreement;
- 21.11.1.3.5. You may be found to be over-indebted, in which case the debt counsellor may make an appropriate recommendation to the relevant Magistrate's Court regarding (amongst other things) whether the credit agreement constitutes reckless credit for the purposes of the NCA;
- 21.11.1.4. file a complaint with the National Credit Regulator established in terms of the NCA ("National Credit Regulator");
- 21.11.1.5. file a complaint with the National Consumer Tribunal established in terms of the NCA ("National Consumer Tribunal");
- 21.11.1.6. during office hours and upon reasonable, written request to Credit Provider, access any of its personal information which is held by the Credit Provider.
- 21.11.2. The contact details of the National Credit Regulator and National Consumer Tribunal are as follows:
- 21.11.2.1. The National Credit Regulator: telephone: 0860 627 627;
- 21.11.2.2. The National Consumer Tribunal: telephone: 012 683 8140 or 012 742 9900.