

MILADYS

TERMS AND CONDITIONS OF USE OF THE MILADYS 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 statement and 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 Miladys store 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", "MRP" 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 authorised Financial Services Provider FSP31450, and includes MRP, MRP Sport, MRP Home, MRP Mobile, Sheet Street and Miladys or 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, pre-agreement statement and quotation and to whom Mr Price Group Limited grants credit on these Terms and Conditions;
- 1.7. "Debt Collectors Act" means Debt Collectors Act 114 of 1998.

2. THE APPLICATION, CREDIT FACILITY AND CREDIT AGREEMENT

- 2.1. Any application is subject to our internal credit approval criteria, these terms and conditions, and the Act. Subject to the Act, we have the discretion to decline your application if you do not meet our requirements, 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 based 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 statement and quotation which will set out your credit limit, costs and further details of the credit facility as required by the Act.
- 2.4. On acceptance of the quotation, these terms together with the pre-agreement statement and quotation will form the agreement between us.
- 2.5. The first time that you purchase on your facility, swipe your card and sign the invoice for the purchases, these actions will constitute your signature and acceptance of the new terms and conditions.
- 2.6. You are requested to provide us with information on any changes to your financial position, income and/or your ability to pay us; to enable us to review

your affordability assessment and to apply such relief, as may be indicated by the NCA.

3. YOUR STORE CARD

- 3.1. You will be issued with a Miladys store 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 Miladys 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/s is reported lost or stolen.
- 3.7. The extra (additional) store card holder must be over the age of 18.

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 annual 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, you will have to inform us of this so that we can record this. If we agree, the credit limit will be temporarily increased for a limited time and always within our discretion. 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, for which we will require your proof of income (three latest payslips, bank statements, or other proof to validate your gross income), as per the Act.
- 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 email or SMS as chosen by you. The statement will show, amongst other information as required by Regulation 35 of the NCA:

- 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 or 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 as indicated on the statement.
 - 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 statement and 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") and subject to a formula provided for in the NCA. Whenever the Repo Rate increases or decreases or the formula in terms of the NCA changes, the interest rate payable by you will increase or decrease accordingly. Changes thereto will be notified to you in writing 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. ACCOUNT COSTS

- 7.1. We will charge you a monthly service fee. The initial monthly service fee payable will be specified in the pre-agreement statement and quotation and/or otherwise notified to you in writing. At our discretion the monthly service fee may be increased from time to time provided that it will not exceed the maximum as prescribed by the National Credit Act. The monthly service fee will be debited to your account each month. The monthly service fee may from time to time be waived by us in whole or in part in our sole discretion.
- 7.2. We may charge you an initiation fee on opening your account which will be specified in the pre-agreement statement and quotation. The initiation fee, if applicable, may be paid by you upfront. If you do not choose to pay it upfront, it will be added to your balance owing.

8. INSURANCE

- 8.1. You may elect to accept or decline the Lost Card Protection Plan (LCP), Customer Protection Plan (CPP), 360 Degree Protection Plan (360), Family Funeral Plan, A2B Commuter Personal Accident Plan (A2B), Medinet Critical Illness & Hospitalisation Plan or Domestic Employee Protection Plan offered by us.
- 8.2. You may also make your own arrangements for credit insurance.
- 8.3. If you elect to accept the LCP, CPP, 360, Family Funeral Plan, A2B, Medinet Critical Illness & Hospitalisation Plan or Domestic Employee Protection Plan offered by us, you are advised that we receive a commission from the insurer in respect of such insurance details of which will be disclosed in your policy document.
- 8.4. These products are covered in more detail in the policy document which will be sent to you if you elect one of these Protection Plans, however a brief summary of each are as follows:

8.4.1. **LCP** – Cover against fraudulent use of your Miladys store card once you report it as lost or stolen. If you lose your ID document or other store cards at the same time as losing your Miladys store card we will assist you in replacing them.

8.4.2. **CPP** – Cover of your outstanding Miladys account balance in the event of death, retrenchment, certain critical illnesses and hospitalisation for more than 14 consecutive nights.

8.4.3. **360*** – Receive R10 000 cover in the event of death, retrenchment, certain critical illnesses and hospitalisation for more than 14 consecutive nights.

8.4.4. **A2B*** – Receive R50 000 accidental death cover and R75 000 accidental injury cover (or a % thereof) if you suffer these conditions as a driver or passenger in your own or any other motor vehicle.

8.4.5. **Medinet Critical Illness & Hospitalisation Plan*** – Receive R30 000 certain critical illness cover, R3 000 hospitalisation cover if hospitalised for more than 14 consecutive nights and a benefit of R5 000 payable over a 3 month period to supplement your income. *Cover available for partners and dependent children under the age of 18 at an additional premium.

8.4.6. **Family Funeral Plan** – Assists you in covering the expenses towards a funeral for you and your loved ones. Receive up to R20 000 funeral cover for yourself and your spouse and up to R7 500 funeral cover for a maximum of 4 dependent children under the age of 18.

8.4.7. **Domestic Employee Protection Plan** – Get your housekeeper or gardener covered, with up to R100 000 accidental death cover and up to R15 000 funeral cover, and more. Employers can get online access to employment contracts and payslips.

All insurance products are underwritten by Guardrisk Life Ltd and Guardrisk Insurance Company Ltd. Mr Price Group Limited is an authorised Financial Services and Credit Provider. FSP31450 & NCRCP46. T's & C's apply. To view these products in detail, go to our website www.miladys.co.za, or phone 0861 000 518

9. BREACH AND TERMINATION

9.1. We will notify you in writing if you are in default and we will suggest that you refer the agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, to resolve a dispute in terms of the agreement or to agree on a plan to bring the payments up to date.

9.2. If you have been in default for at least 20 business days and at least 10 business days have passed since we sent you notice and you have not responded to the notice, or have responded by rejecting our proposals, we may cancel the agreement or approach a court for an order to enforce the agreement. The 20 day and 10 day periods may run simultaneously.

10. LEGAL AND OTHER CHARGES AND COSTS

10.1. If your account goes into arrears:

10.1.1. default information will be submitted to the credit bureau in terms of the Act and this may affect your ability to obtain further credit; and

10.1.2. 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

10.1.3. we reserve the right to charge you interest, at the same rate as indicated in the pre-agreement statement, and default administration charges should your Account be in arrears or should you be in breach of this agreement, and any collection costs that we may incur in enforcing your monetary obligations under this agreement. These fees, charges and costs will not exceed the maximum allowed by the National Credit Act.

10.1.4. your account may be handed over to a debt collecting agency for recovery of amounts due and you will be charged costs which will not exceed those allowed by the NCA and Debt Collectors Act if applicable; and

10.1.5. if we have to institute legal action against you (issue a summons) you will be liable for all legal costs including legal costs, collection costs and tracing fees.

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

10.3. Judgement may also be taken against you.

11. CERTIFICATE AND 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.

12. 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.

13. CONSENT TO JURISDICTION

In terms of section 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 section 28 of the MCA, has jurisdiction. We can however choose to institute action against you in any other court having jurisdiction.

14. 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") in the manner you elected in your Application. 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.

15. CONSUMER CREDIT INFORMATION AND CREDIT BUREAU

15.1. You agree that we may:

15.1.1. make enquiries to confirm any information provided by you in your application or at any time during agreement;

15.1.2. 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;

15.1.3. seek, verify and receive information from the persons in 15.1.2 above when assessing your application or your credit worthiness, and also at any time during the existence of your account;

15.1.4. provide, disclose and register the existence of this agreement and any personal information and detail relating thereto, the persons in 15.1.2 above, sharing positive and negative information about you or your credit account, including non-compliance with this agreement.

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

15.3. We will be entitled to obtain and disclose the above information-

15.3.1. if we think it necessary or may be of benefit to you;

15.3.2. where we are legally compelled to do so;

15.3.3. where it is in our, or the public interest to so disclose.

15.4. You agree that the personal information provided by you, may be used by any division of the MRP Group, including MRP Mobile for marketing and related purposes. Should you not wish us to use your information for this purpose you must advise us thereof in writing.

15.5. 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.

15.6. 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:

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

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

16. GENERAL

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

16.2. 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.

16.3. If you are married in community of property, you confirm that you have obtained the permission of your spouse to open this account and to accept increases in the Maximum Credit Limit and/or Credit Limit applicable to your Account.

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

16.5. 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.

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

16.7. 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).

16.8. 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.

16.9. You have the right to be excluded from any –

- 16.9.1. telemarketing campaign that may be conducted by or on behalf of us;
- 16.9.2. marketing or customer lists that may be sold or distributed by us, other than as required by the NCA; or
- 16.9.3. mass distribution of email or SMS messages.

ANY QUERIES?

- call us on 08610 66639 or
- email us at newacc@mrpg.com

For account approval:

Submit your last 3 payslips or latest 3 months' bank statements including your ID number clearly marked on all documents.

Submit these via:

- whatsapp 076 379 8395
- email newacc@mrpg.com
- fax to (031) 328 4790
- hand them in at any Miladys store in South Africa