

## Terms and conditions of sale and granting of credit

Identity Retailing (Pty) Ltd: Reg. no. 1965/001234/07 (if my Account is opened in South Africa); Identity, a division of Truworths (Namibia) Limited: Reg. no. 492 (if my Account is opened in Namibia); Identity, a division of Truworths (Swaziland) Limited: Reg. no. 108/1961 (if my Account is opened in Swaziland); and Identity, a division of Truworths Botswana (Pty) Limited: Reg. no. CO2007/5848 (if my Account is opened in Botswana)

No. 1 Mostert Street, Cape Town, South Africa (hereafter referred to as "Identity")

### IDENTITY TERMS AND CONDITIONS FOR THE APPLICATION FOR, AND GRANTING OF CREDIT, AND SALE

#### 1. Credit Agreement

1.1. I understand that a Credit Agreement, in respect of a revolving Credit Facility (my "Credit Facility"), has been concluded between myself and Identity.

1.2. My Credit Agreement with Identity is constituted by the Account Application Form (if such form was completed and signed by me) (the "Application") and/or the Pre-agreement Statement and Quotation (the "Quotation") if applicable and/or the letter signed by Identity advising that a Credit Facility has been made available to me, as well as the terms and conditions set out in this document and any amendment to my Credit Agreement that has been recorded in writing and consented to by me.

1.3. I understand that the terms and conditions applicable to my Credit Agreement and to sales of merchandise by Identity will at all times be subject to the provisions of the National Credit Act No. 34 of 2005 (the "National Credit Act") and the Consumer Protection Act 68 of 2008 (the "Consumer Protection Act") if applicable and any other applicable legislation, and in the case of a conflict between any legislation and these terms and conditions the legislation will prevail.

#### 2. Credit Limit, Account Limit and Increases

##### 2.1. Credit Limit

My Credit Facility (my "Account") will be allocated a maximum credit limit ("Credit Limit") as determined by Identity in accordance with the requirements of the National Credit Act in South Africa, and the relevant provisions of applicable legislation in other countries. This Credit Limit will take into account my monthly disposable income after deducting all my monthly household expenses from my monthly household income ("Affordability"), which will be provided by me to Identity at the time of the Affordability assessment. I understand that Identity may at its discretion increase this Credit Limit temporarily in response to a request from me in order to accommodate specific purchases that would result in my exceeding this Credit Limit. I understand that the Credit Limit applicable before such temporary increase will again apply when the balance owing on my Account is less than such Limit. Identity may increase the Credit Limit applicable to my Account either with my consent or at my request, but after consideration of the requirements of the National Credit Act, if applicable. Furthermore, my M Credit Limit may automatically be increased annually, provided that I have agreed to such automatic annual increases. I understand that I must inform Identity should my Affordability

deteriorate (get worse) following my initial Affordability assessment when my Credit Limit was originally determined.

## 2.2. Account Limit

I understand that Identity may in its discretion make available to me an Account Limit (the "Account Limit") at a lower amount than the Credit Limit allocated to me as referred to in clause 2.1 above. This Account Limit will be made available to me, and increased and decreased from time to time at Identity's discretion and based on the manner in which I have conducted my Account. I understand that Identity may in its discretion increase this Account Limit temporarily in response to a request from me, in order to accommodate specific purchases that would result in my exceeding this Account Limit. I understand that the Account Limit applicable before such temporary increase will again apply when the balance owing on my Account is less than such Limit.

## 3. Card and Payment Plans

Identity will send me a charge card (my "Card") which I will be responsible for. If my Card is lost or stolen, I will immediately inform my local Identity store or contact the Customer Services Helpline on +27 (0)21 460 2300. I may use my Card to purchase merchandise on the various payment plan(s) available in the country where my Account was opened and applicable to such merchandise as determined by Identity in its sole discretion at the time of purchase.

## 4. Interest

### 4.1. Agreed Rate

Until the interest rate is varied in the manner described below, interest will be charged on all payment plans I use at the rate specified in the Quotation, or in the case of accounts opened before 1 June 2007, at the rate applicable to such accounts (the "Agreed Rate"). The Agreed Rate will never exceed the applicable reference rate as defined below.

### 4.2. Reference Rate

I understand that if I opened my Account in South Africa, Identity has selected the Maximum Interest Rate prescribed by the National Credit Act, or the Usury Act in the case of accounts opened before 1 June 2007, as the reference rate for purposes of determining the Agreed Rate applicable to my Account. I understand that if I opened my Account outside of South Africa the reference rate will be the maximum rate prescribed by the relevant legislation in the country where my Account was opened.

### 4.3. Variation in Agreed Rate

I understand that my Account has a variable interest rate meaning that the Agreed Rate will vary from time to time with changes in the applicable reference rate. The Agreed Rate applicable to the payment plans on my Account will vary from time to time directly in accordance with applicable changes in these reference rates. Within 30 business days of any such variation, Identity will inform me in writing of the variation, which shall be by fixed relationship to the change in the applicable reference rate.

### 4.4. Discounted or Waived Interest

I understand that the Agreed Rate may at Identity's discretion be discounted to a lower interest rate or even waived at Identity's sole discretion on the six (6) or twelve (12) month payment plan and other payment plans should these have been made available to me at Identity's discretion.

#### 4.5. Preventing Interest on Arrear Accounts

I understand that interest is calculated on the average daily balance owing on my Account from time to time and that I can minimise the amount of interest charged to my Account by making my payments due in full by the payment due date as specified on my monthly Statement of Account. I understand that if I do not make such payment by such due date, more interest will be charged on my Account as it will be calculated on an average daily balance owing which will not have been reduced because I will not have made payment due by the payment due date.

#### 4.6. Charging Interest

Interest is charged on my Account as follows:

4.6.1. I understand that if I pay Identity the balance owing (in other words the full outstanding balance) on or before the first payment due date as shown on my monthly statement, no interest will be charged.

4.6.2. I further understand that should I not pay the amount due (i.e. the monthly instalment) to Identity, or should I pay a lesser amount than the amount due to Identity by the payment due date, interest will be charged for the period between the dates of the previous and current monthly statements in the manner specified in clause 4.6.4 below at no more than the Maximum Interest Rate determined in accordance with clause 4.6.5 below, and I may be liable for additional statutory charges.

4.6.3. I further understand that should I only pay the amount due (i.e. the monthly instalment) to Identity, interest will be charged for the period between the dates of the previous and current monthly statements in the manner specified in clause 4.6.4 below at the Agreed Rate referred to in clause 4.1 above.

4.6.4. Interest is calculated daily on a simple basis by using the following formula: the balance owing on the Account is divided by the number of days in the year, and multiplied by the applicable interest rate in accordance with my Credit Agreement to determine the interest owing per day. The daily interest so determined is aggregated for the period between the dates of the previous and current monthly statements and added to the balance owing on the Account on the date of the current monthly statement.

4.6.5. The National Credit Act stipulates the Maximum Interest Rate that may be charged with reference to the repo rate, which is determined from time to time by the SA Reserve Bank.

### 5. Statements, Payments and Default

#### 5.1. Statements

Identity will send to the postal address specified in either the Quotation or the Application, or to such changed address as I may subsequently have notified Identity, a monthly statement of account which

amongst other information will set out the balance owing as at the statement date, the monthly instalment, the amount of interest payable, the payment due and the payment due date. The balance owing comprises the cost of purchases made on my Account as reflected on the invoices issued to me at the time of purchase, together with any permissible and agreed interest, initiation fees, service fees, insurance premiums, default administration costs and collection costs that may be charged to my Account less any payments made on or credits passed to my Account. The payment due is the monthly instalment (determined with reference to the payment plan(s) applicable to my Account) plus any arrear amounts together with interest and permissible fees charged thereon.

## 5.2. Payments

5.2.1. I agree that payments on my Account can only be made in the country in which my Account was opened. I agree to pay Identity no less than the payment due each month, without set-off or deduction, on or before the payment due date and I confirm that I will not be entitled to attach any condition to any payment made to Identity. Identity will credit each payment that I make on my Account as of the date of receipt of such payment as follows: firstly to satisfy any due or unpaid interest charges, secondly to satisfy any due or unpaid fees, costs or charges and thirdly to reduce the amount of the principal debt.

5.2.2. I shall have the option, should I have a savings, transmission or cheque account, to apply for a debit order for payment of the amount due to Identity each month. The debit order shall state that payment is to be deducted any day of the month as chosen by me. Identity reserves the right to re-present the debit order for payment to my bank even on the days not stipulated by me in the debit order until such time as my obligations are met.

## 5.3. Default and Termination

5.3.1. I agree that I will be in default under this agreement if:

5.3.1.1. I fail to pay at least 90% of the amount payable on due date.

5.3.1.2. My Account thereafter remains in arrears for more than 30 consecutive days which will occur unless I pay at least 90% of the amount due on the next payment date.

5.3.2. If I fail to comply with the terms of this agreement or if my estate is sequestrated if I die or if I am in default of my obligations with Identity as defined in clause 5.3.1 above, then:

5.3.2.1. All amounts owing by me to Identity may become immediately due and payable.

5.3.2.2. Identity may suspend my Credit Facility.

5.3.2.3. Identity may reduce my Credit Limit and/or Account Limit without notice to me.

5.3.3. Identity may further, upon 20 business days' notice, terminate my Credit Facility and subject to the relevant provisions of the National Credit Act, if applicable, may require immediate payment of the balance owing on my Account.

## 6. Cellular Purchases

6.1. Cellphone and cellular accessory purchases on my Identity Account will only be allowed after six (6) months from the date of opening the account and only if Identity merchandise has been purchased regularly on such account.

6.2. To the extent permitted by law, whilst there is still any amount owing in respect of any cellphone(s) purchased on my Identity Account, the cellphone(s) may on the instruction of Identity to the service provider be disconnected should the payment due on my Account not be made by the applicable payment due date. Once outstanding payments have been made in full the cellphone(s) purchased on my Identity Account can be reconnected at my request and subject to the payment of any reconnection fee that may be charged by the service provider.

6.3. Cellphones may only be purchased on the six (6) month interest-bearing payment plan.

6.4. I acknowledge that cellphones and cellular accessories will only be sold in certain stores and in certain countries to be determined at Identity's sole discretion.

## 7. Unauthorised Purchases on my Account

I understand that one of the benefits to which I am currently entitled through payment of the annual service fee is the Fraud Protection Benefit. The Fraud Protection Benefit covers me against any unauthorised and/or fraudulent purchases on my Account. Provided that I have reported such purchase(s), Identity will not hold me liable unless my signature appears on the invoice or other proof of purchase or Identity can establish that I authorised or was responsible for the purchase(s).

## 8. Account Balance Protection Insurance

Identity may at its discretion make the Account Balance Protection Insurance a mandatory condition of having an Identity Account. In this instance I may exercise my right to substitute the Identity Account Balance Protection Insurance policy with one of my own similar policies, provided I furnish proof to the satisfaction of Identity that Identity is recorded as the loss payee in my policy.

If I have the Identity Account Balance Protection Insurance I agree to be bound to the terms and conditions of the relevant insurance policy which is available at the point of sale as well as on the Identity website. Identity will debit my Account each month with the premium payable in terms of the Account Balance Protection Insurance. Confirmation of such insurance and policy details will be sent to me by the Insurer.

## 9. Confidential and Personal Information

9.1. I agree that Identity may request and receive any of my confidential and consumer credit information from any credit bureau, other register or any third party at any time, including requesting a bureau score and confirming that this consent also covers such information that has already been received by Identity. Identity may also share this confidential and consumer credit information (including information regarding non-compliance with my obligations under my Agreement) as well as any information regarding my Account, including my Application, opening and closing of my Account, with any other credit provider and credit bureau for, amongst other things, the purposes of such credit bureau sharing such information with other potential credit providers and credit bureau. I understand

that the credit bureau provides to credit providers a profile, and possibly a score as to my creditworthiness, based on the information Identity shares with such bureau.

9.2. I understand that my confidential and consumer credit information may be used by Identity for marketing and ancillary purposes and for risk and analytical evaluation and scoring and the general purposes of the Identity' business. Please see our Privacy Policy for further information.

## 10. Credit Bureaus

10.1. Identity may disclose my confidential and consumer credit information as set out above, to the credit bureaus, including the following:

### 10.1.1. Compuscan

Tel: +27 (0)21 888 6000

Fax: +27 (0)21 883 2336

E-mail: [info@compuscan.co.za](mailto:info@compuscan.co.za)

Physical Address: Chenin House, Brandwacht Office Park, Trumali Road, Stellenbosch, South Africa

Postal Address: PO Box 1028, Stellenbosch, 7599, South Africa

### 10.1.2. Experian

Tel: +27 (0)11 799 3400 or 086 110 5665

Fax: +27 (0)11 707 6700/6786

E-mail: [info@experian.co.za](mailto:info@experian.co.za) or [morpheus@experian.co.za](mailto:morpheus@experian.co.za)

Physical Address: Experian House, The Ambridge Office Park, Vrede Avenue, Bryanston, South Africa

Postal Address: PO Box 98183, Sloan Park, 2152, South Africa

### 10.1.3. TransUnion

Tel: 0861 482 482

Fax: +27 (0)11 388 2454

E-mail: [creditbureau@transunion.co.za](mailto:creditbureau@transunion.co.za)

Physical Address: Wanderers Office Park, 52 Corlett Drive, Illovo, South Africa

Postal Address: PO Box 4522, Johannesburg, 2000, South Africa

### 10.1.4. XDS

Tel: +27 (0)11 645 9100

Fax: +27 (0)11 484 6588

E-mail: [info@xds.co.za](mailto:info@xds.co.za)

Physical Address: 11-13 Oakhurst Building, 3rd Floor, West Wing, St Andrews Road, Parktown, Johannesburg, South Africa

Postal Address: PO Box 30987, Braamfontein, 2017, South Africa

### 10.1.5. South African Fraud Prevention Services

Helpline: 0860 101 248

Tel: +27 (0)11 867 2234

Fax: +27 (0)11 867 2315

E-mail: [safps@safps.org.za](mailto:safps@safps.org.za)

Physical Address: Block 5 Meyersdal Office Park, 65 Phillip Engelbrecht Street, Meyersdal, 1448, South Africa

Postal Address: PO Box 2629, Alberton, 1450, South Africa

and such other credit bureaus that Identity may engage from time to time.

10.2. I understand that I may at any time contact any credit bureau and request that my consumer credit information be disclosed to me. I may further challenge any information held by the credit bureau that I believe is incorrect.

10.3. Identity may also provide my confidential and consumer credit information and shopping patterns to its associated companies or agents and to any party concerned with the prevention of and protection against crime.

10.4. I understand that in terms of the South African money laundering legislation, Identity has a duty to report suspicious or unusual transactions involving unlawful activities in accordance with the obligations placed on business in this regard.

## 11. Merchandise Returns

### 11.1. Returns and Exchanges

Identity will allow me to return or exchange an item of merchandise within 30 days from date of purchase provided that:

- 11.1.1. The original invoice or gift receipt is presented on return as proof of purchase.
- 11.1.2. The price (swing) ticket is attached.
- 11.1.3. The item has not been worn or used.
- 11.1.4. The item is in its original condition and packaging.
- 11.1.5. Items sold with promotional gifts are returned together with the gift.
- 11.1.6. The item is returned in the country of purchase.

### 11.2. Refunds

Identity will allow a full refund in the original method of tender or process a credit on an Identity Account provided that:

- 11.2.1. All criteria in section 11.1 are met.
- 11.2.2. The credit card holder and relevant card are present for a credit card refund.
- 11.2.3. No refund can be processed in the case of a gift receipt being presented unless the original invoice is presented at the same time.

11.3. However, in addition to fulfilling the conditions in section 11.1 and 11.2, I note that:

- 11.3.1. Jewellery, watches (with guarantee) and sunglasses must be returned to a store with a fine jewellery department within 14 days.
- 11.3.2. Swimwear must have the protective strip attached.
- 11.3.3. Cellphones must be returned to a store with a cellphone counter and are subject to MTN's Returns Policy.

11.3.4. All cosmetics and fragrances must be returned to a store that has a cosmetics department that stocks that brand.

#### 11.4. Non-returns

No returns of underwear, gift cards, prepaid cellular airtime or body piercing jewellery (including earrings) will be permitted.

#### 11.5. Defective Merchandise

Merchandise with material manufacturing faults will gladly be credited or exchanged provided that:

11.5.1. Such merchandise is returned to Identity within six (6) months of my having taken delivery.

11.5.2. Proof of purchase can be provided.

11.5.3. The merchandise is returned within the country of purchase.

11.5.4. The merchandise has been used for its intended purpose.

11.5.5. The item must have been cared for according to the wash/care instruction label.

For the full Returns Policy please visit [www.identity.co.za](http://www.identity.co.za)

#### 12. Account Fees and Costs

12.1. I understand that Identity will charge me an annual service fee for routine administration costs and this currently entitles me to the Fraud Protection Benefit. The fee payable at the relevant time will be specified in the Quotation and/or otherwise notified to me in writing. The fee is non-refundable and will be debited to my Account once each year when it will accrue to Identity in full. At Identity's discretion the annual service fee may be increased from time to time provided that it will not exceed the maximum as prescribed by the National Credit Act, if applicable. The annual service fee may from time to time be waived at Identity's sole discretion.

12.2. Identity reserves the right to charge me an initiation fee upon opening my Account (the amount of which will be specified in the Quotation and may be paid by me upfront instead of being added to my balance owing).

12.3. Identity reserves the right to charge me:

12.3.1. A default administration charge should my Account be in arrears or should I be in breach of this agreement, and any collection costs that Identity may incur in enforcing my monetary obligations under this agreement including legal charges which will not exceed those allowed by the Attorneys Act, Supreme Court Act, Magistrates Court Act and the Debt Collectors Act, if applicable. These fees, charges and costs will not be higher than as permitted by the National Credit Act, if applicable.

12.3.2. All costs associated with the handing over of my Account to a debt collection agency for recovery of amounts in arrears.

12.4. A transaction-based service fee may be charged by Identity and debited to my Account for cheques issued by me and returned by the bank for whatever reason or for debit orders that are not processed by the bank due to a lack of funds.



### 13. Miscellaneous Provisions

13.1. I choose my residential address as stated on the Quotation or my Application (or such different address specified by me in terms of clause 13.2) for receiving any legal documentation. With regard to this Agreement and all transactions with Identity, South African law applies.

13.2. I will immediately advise Identity of any change in my contact details including but not limited to my business, postal or residential addresses, my home, work or my cellphone number(s), and my e-mail address.

13.3. If I had a previous Identity Account and closed it within three (3) years of applying for a new Identity Account, then Identity reserves the right to withdraw any promotional offers linked to the new Account.

13.4. If I am married in community of property I confirm that I have obtained the permission of my spouse to open this Account and to accept increases in the Credit Limit and/or Account Limit applicable to my Account.

13.5. Identity and any of its authorised agents will be entitled to monitor and/or record my telephone or cellphone conversation(s) that I have with any of their employees for the purposes of training, collections or future reference.

13.6. Any data about me to which Identity becomes entitled in terms of this agreement can be made available to any prospective purchaser or transferred to any party should Identity either sell its business to such party or if such party obtains control over Identity.

13.7. Any latitude or indulgence granted to me by Identity will not be deemed to be a waiver of Identity's rights in terms of this Credit Agreement.

### 14. Account Disputes and Complaints

14.1. I may, at any time, refer a complaint regarding this Agreement to an alternative dispute resolution agent, consumer court or refer a dispute regarding this Credit Agreement to the Credit Ombud, the National Consumer Commission or the National Credit Regulator if my Account was opened in South Africa or any relevant body or regulator in the country in which I opened my Account.

The Credit Ombud can be contacted on:

Tel: 0861 OMBUDS (0861 662837)

Fax: 086 683 4644

E-mail: [ombud@creditombud.org.za](mailto:ombud@creditombud.org.za)

Physical Address: Fernridge Office Park, 5 Hunter Street, Ferndale, Randburg, South Africa

Postal Address: PO Box 805, Pinegowrie, 2123, South Africa

Website: [www.creditombud.org.za](http://www.creditombud.org.za)

The National Credit Regulator can be contacted on:

Tel: +27 (0)11 554 2600 or 0860 627 627

Fax: +27 (0)11 554 2771

E-mail: [info@ncr.org.za](mailto:info@ncr.org.za)

Physical Address: 127 15th Road, Randjespark, Midrand, South Africa  
Postal Address: PO Box 209, Halfway House, 1685, South Africa

The National Consumer Commission can be contacted on:

Share Call Number: 0860 266 786

Fax: 0861 515 259

E-mail: [ncc@thedti.gov.za](mailto:ncc@thedti.gov.za)

Website: [www.nccsa.org.za](http://www.nccsa.org.za)

14.2. Should I have a query regarding the correctness of my monthly statement of account or dispute regarding any merchandise purchases or other transactions reflected on it, I will notify Identity within 60 days of the date of that particular statement.

## 15. Debt Counselling

This clause is only applicable to accounts opened in South Africa.

I confirm that at the time of applying for my Identity Account my state of indebtedness was not under evaluation or debt review by a debt counsellor as envisaged in section 86 of the National Credit Act. I understand that I may at any time consult a debt counsellor to assist me with my debt management.

The process to be followed is:

15.1. Contact any debt counsellor.

15.2. Pay the prescribed fee and fill out the form provided by the debt counsellor.

15.3. The debt counsellor will conduct a debt review and make a ruling on whether the granting of this Credit Facility was reckless.

15.4. If I was not over-indebted at the time that this Credit Facility was concluded, then the debt counsellor will terminate the review process and my obligations to Identity will continue.

15.5. If I was over-indebted when this Credit Facility was granted, then the debt counsellor will make a recommendation and refer it to the relevant Court or Tribunal for the agreement to be declared reckless.

15.6. If I am not over-indebted, but the debt counsellor believes that I will have difficulties satisfying my debt, then the debt counsellor may suggest that Identity and I voluntarily consider and agree on a debt rearrangement plan.

## 16. Parties and Scope of Agreement

16.1. I understand that:

16.1.1. The credit grantor in terms of this Credit Agreement:

16.1.1.1. if I opened my Account in South Africa is Truworths Limited (registration number 1940/013923/06), which is a registered credit provider under the number NCRCP45;

16.1.1.2. if I opened my Account in Namibia is Truworths (Namibia) Limited (registration number 492);  
16.1.1.3. if I opened my Account in Swaziland is Truworths (Swaziland) Limited (registration number 108/1961);  
16.1.1.4. if I opened my Account in Botswana is Truworths Botswana (Pty) Limited (registration number CO2007/5848);  
of No. 1 Mostert Street, Cape Town, South Africa (referred to in this document as “Identity”).

16.1.2. I am the consumer/credit receiver and my addresses are as furnished by me on the Quotation or the Application or subsequently amended by me by written notification to Identity.

16.1.3. No amount has been, or is required to be, paid by me as an initial payment (i.e. as a deposit) in terms of the Credit Agreement.

16.1.4. The Credit Agreement relates to the fashion apparel and accessories, including jewellery, cosmetics and cellular products and/or any other products or services, described in the invoices issued to me following purchases made by me in Identity stores and/or on the Identity website.

16.2. I confirm that I have the legal capacity to enter into this Agreement.

## 17. Early Settlement

I understand that I may at any time settle my Credit Agreement with Identity early by paying to Identity the settlement amount owing at the date of settlement. The settlement amount consists of the unpaid principal debt (which amount is the balance owing excluding interest and other charges on my statement) together with any interest or other charges accrued up to the settlement date.

## 18. Account Termination by Consumer

I understand that I may at any time terminate my Credit Agreement with Identity by paying to Identity the settlement amount (as referred to above) owing on my Account at the date of termination. If no such amount is owing I understand that I must notify Identity of my intention to terminate the Credit Agreement.

## 19. Credit Limit and/or Account Limit Stipulations by Consumer

I understand further that by written notice to Identity I may at any time reduce the Credit Limit and/or Account Limit applicable to my Credit Facility, or stipulate the Credit Limit and/or Account Limit that I am prepared to accept on the Credit Facility.

## 20. Amendments to Agreement

Identity may upon written notice of at least five (5) business days amend these terms and conditions provided that such changes reduce my liability under my Credit Agreement with Identity, and/or automatically increase the Credit Limit applicable to my Credit Facility once annually if so elected by me. Any other changes to my Credit Agreement shall be by mutual agreement between me and Identity and shall be recorded in writing.

## 21. Cession of Agreement

Identity shall be entitled, without my knowledge, to cede (transfer) any of its rights and delegate (transfer) any of its obligations in terms of this Credit Agreement to any third party.

## 22. Disclosure in Respect of Agreements Concluded Before 1 June 2007

If my Credit Agreement was entered into before 1 June 2007 it is recorded that because the credit granted to me was in the nature of a revolving Credit Facility, the following information is neither currently known nor can it be determined in advance:

22.1. The selling price of all the merchandise that will be sold to me by Identity over the duration of this revolving Credit Facility.

22.2. The amount of the other charges referred to in this document that will form part of the balance owing by me.

22.3. The relevant part of the balance owing by me that constitutes the principal debt.

22.4. The amount of the interest or finance charges to be charged on the relevant part of the balance owing by me in terms of clause 4 of this document.

22.5. The rate of interest to be charged, otherwise known as the annual finance charge rate, in terms of clause 4 of this document on the relevant part of the balance owing by me.

22.6. The dates, number and amounts of the monthly instalments whereby I will be paying the balance owing by me.

## 23. Rewards Program

All current account holders and all applicants for accounts (the latter subject to the further terms and conditions herein but irrespective of whether or not the application was successful) are automatically eligible to participate in the Identity Rewards Program.

## 24. Severability

In the event any one or more of the provisions contained in this Credit Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Credit Agreement, which will be construed as if such invalid, illegal or unenforceable provision had never been included, and the Credit Agreement will be given effect as nearly as possible according to its original terms and intent.

## 25. Disclosure in Terms of the Consumer Protection Act

Identity acts in South Africa as a representative of Hollard Life Assurance Company Limited and The Hollard Life Insurance Company Limited in the promotion and supply of Account Balance Protection Insurance and Cellphone Insurance respectively. It hereby provides such additional information not set out above, as is required by section 27 of the Consumer Protection Act and regulation 9 of the Regulations thereto.

Identity can be contacted on:

Tel: +27 (0)21 460 2400

Postal Address: PO Box 4775, Cape Town, 8000, South Africa

Fax: +27 (0)21 460 7277

E-mail: [services@identity.co.za](mailto:services@identity.co.za)

Identity's public officer is Reon Smit, or his successor in title who can be contacted on +27 (0)21 460 7911.

ID/TC/E/06/2021

Identity Retailing (Edms) Bpk: Reg.nr. 1965/001234/07 (indien my Rekening in Suid-Afrika oopgemaak is); Identity, 'n afdeling van Truworths (Namibië) Beperk: Reg.nr. 492 (indien my Rekening in Namibië oopgemaak is); Identity, 'n afdeling van Truworths (Swaziland) Beperk: Reg.nr. 108/1961 (indien my Rekening in Swaziland oopgemaak is); en Identity, 'n afdeling van Truworths Botswana (Edms) Beperk: Reg.nr. CO2007/5848 (indien my Rekening in Botswana oopgemaak is)

Mostertstraat 1, Kaapstad, Suid-Afrika (hierna vermeld as "Identity")

## IDENTITY SE BEPALINGS EN VOORWAARDES VIR DIE AANSOEK OM, EN VERLENING VAN KREDIET, EN VERKOPE

### 1. KREDIETOOREENKOMS

#### 1.1

Ek begryp dat 'n Kredietooreenkoms ten opsigte van 'n wentelkredietgerief (my "Kredietgerief") tussen my en Identity gesluit is.

#### 1.2

My Kredietooreenkoms met Identity bestaan uit die Rekeningaansoekvorm (indien ek sodanige vorm voltooi en onderteken het) (die "Aansoek") en/of die Voorooreenkomsstaat en -kwotasie (die "Kwotasie") indien van toepassing en/of die brief wat deur Identity onderteken is wat noem dat 'n kredietgerief aan my beskikbaar gestel is, asook die bepalings en voorwaardes wat in hierdie dokument uiteengesit is, en enige wysiging aan my Kredietooreenkoms wat op skrif gestel is, waartoe ek ingewillig het.

#### 1.3

Ek begryp dat die bepalings en voorwaardes van toepassing op my Kredietooreenkoms en op aankope van goedere by Identity te alle tye onderworpe sal wees aan die bepalings van die Nasionale Kredietwet Nr. 34 van 2005 (die "Nasionale Kredietwet") en die Wet op Verbruikersbeskerming Nr. 68 van 2008 (die "Wet op Verbruikersbeskerming"), indien van toepassing, en enige ander wetgewing wat van toepassing is, en in geval van konflik tussen enige wetgewing en hierdie bepalings en voorwaardes sal die wetgewing van krag wees.

### 2. KREDIETLIMIET, REKENINGLIMIET EN VERHOGINGS

#### 2.1

##### Kredietlimiet

My Kredietgerief (my "Rekening") sal 'n maksimum kredietlimiet ("Kredietlimiet") toegeken word soos bepaal deur Identity, in ooreenstemming met die vereistes van die Nasionale Kredietwet in Suid-Afrika, en die toepaslike bepalings van die wetgewing wat van toepassing is in ander lande. Hierdie Kredietlimiet sal my maandelikse besteebare inkomste – nadat al my maandelikse huishoudelike uitgawes van my maandelikse huishoudelike inkomste afgetrek is ("Bekostigbaarheid") – in ag neem, welke inligting ek aan Identity sal verskaf wanneer die Bekostigbaarheidsevaluering gedoen word. Ek

begryp dat Identity hierdie Kredietlimiet na goeddunke tydelik kan verhoog in reaksie op 'n versoek deur my, ten einde spesifieke aankope moontlik te maak wat tot gevolg sal hê dat ek hierdie Kredietlimiet oorskry. Ek begryp dat die Kredietlimiet wat vóór so 'n tydelike verhoging geld, wéér sal geld wanneer die verskuldigde saldo op my Rekening minder as daardie limiet is. Identity kan die Kredietlimiet wat vir my Rekening geld met my toestemming of op my versoek verhoog, maar slegs ná oorweging van die Nasionale Kredietwet se vereistes, indien van toepassing. My Kredietlimiet kan voorts elke jaar outomaties verhoog word, mits ek ingestem het tot sodanige outomatiese jaarlikse verhogings. Ek begryp dat ek ná my aanvanklike Bekostigbaarheidsevaluering, toe my Kredietlimiet oorspronklik bepaal is, Identity in kennis moet stel indien my Bekostigbaarheid afneem (minder word).

## 2.2

### Rekeninglimiet

Ek begryp dat Identity na goeddunke 'n Rekeninglimiet (die "Rekeninglimiet") aan my beskikbaar kan stel wat laer is as die Kredietlimiet wat aan my toegeken is, waarna daar in klousule 2.1 hierbo verwys word. Hierdie Rekeninglimiet sal tot my beskikking gestel word, en van tyd tot tyd verhoog en verlaag word na Identity se goeddunke, op grond van die manier waarop ek my Rekening bestuur het. Ek begryp dat Identity hierdie Rekeninglimiet na goeddunke tydelik kan verhoog in reaksie op 'n versoek deur my, ten einde spesifieke aankope moontlik te maak wat tot gevolg sal hê dat ek hierdie Rekeninglimiet oorskry. Ek begryp dat die Rekeninglimiet wat vóór so 'n tydelike verhoging geld, wéér sal geld wanneer die verskuldigde saldo op my Rekening minder as daardie limiet is.

## 3. KAART EN BETALINGSPLANNE

Identity sal vir my 'n winkelkaart (my "Kaart") stuur waarvoor ek verantwoordelik sal wees. Indien my Kaart verlore raak of gesteel word, sal ek onmiddellik my plaaslike Identity-winkel in kennis stel of die Klantedienshulplyn skakel by +27 (0)21 460 2300. Ek kan my Kaart gebruik om handelsware te koop op die onderskeie beskikbare betalingsplan/ne wat beskikbaar is in die land waar ek my Rekening oopgemaak het, en ten tyde van die aankoop vir sodanige handelsware geld, soos Identity uitsluitlik na goeddunke bepaal.

## 4. RENTE

### 4.1

#### Ooreengekome Koers

Totdat die rentekoers gevarieer word op die manier wat hieronder beskryf word, sal rente teen die koers wat in die Kwotasie gespesifiseer word op alle betalingsplanne wat ek gebruik, gehef word, of – in die geval van rekenings wat voor 1 Junie 2007 geopen is – teen die koers wat vir sulke rekenings geld (die "Ooreengekome Koers"). Die Ooreengekome Koers sal nooit die betrokke verwysingskoers wat hieronder omskryf word, oorskry nie.

### 4.2

#### Verwysingskoers

Ek begryp dat Identity die Maksimum Rentekoers wat deur die Nasionale Kredietwet of, in die geval van rekenings wat voor 1 Junie 2007 geopen is, die Woekerwet voorgeskryf word, as die verwysingskoers gekies het om die Ooreengekome Koers wat vir my Rekening geld te bepaal, indien ek my Rekening in Suid-Afrika geopen het. Ek begryp dat, indien ek my Rekening buite Suid-Afrika geopen het, die verwysingskoers die maksimum koers sal wees wat deur die betrokke wetgewing in die land waar die rekening geopen is, voorgeskryf word.

#### 4.3

##### Variasie in Ooreengekome Koers

Ek begryp dat my Rekening 'n veranderlike rentekoers het, wat beteken dat die Ooreengekome Koers van tyd tot tyd saam met veranderings in die toepaslike verwysingskoers sal varieer. Die Ooreengekome Koers wat vir die betalingsplanne op my Rekening geld, sal van tyd tot tyd direk in samehang met veranderings in hierdie toepaslike verwysingskoerse varieer. Identity sal my binne 30 werksdae ná so 'n verandering skriftelik in kennis stel van die verandering, wat verband sal hou met die verandering in die toepaslike verwysingskoers.

#### 4.4

##### Verdiskonteerde of Kwytskelde Rente

Ek begryp dat Identity die Ooreengekome Koers na goeddunke na 'n laer rentekoers kan verminder, of selfs heeltemal kan kwytskeld op die betalingsplan vir ses (6) of twaalf (12) maande en ander betaalingsplanne indien hierdie planne na Identity se goeddunke aan my beskikbaar gestel is.

#### 4.5

##### Voorkoming van Rente op Agterstallige Rekenings

Ek begryp dat rente van tyd tot tyd op my Rekening se gemiddelde daaglikse verskuldigde saldo bereken word, en dat ek die hoeveelheid rente wat op my Rekening gehef word, kan minimaliseer deur my betaalbare bedrae ten volle teen die betaaldatum, soos uiteengesit op my maandelikse rekeningstaat, te vereffen. Ek begryp dat, indien ek nie sodanige betaling teen sodanige betaaldatum doen nie, bykomende rente op my Rekening gehef sal word, aangesien dit op grond van 'n gemiddelde daaglikse verskuldigde saldo bereken sal word wat nie verlaag sou word nie omdat ek nog nie die betaling teen die betaaldatum sou gemaak het nie.

#### 4.6

##### Heffing van Rente

Rente word soos volg op my Rekening gehef:

##### 4.6.1



Ek begryp dat geen rente gehef sal word indien ek die Rekening se betaalbare saldo (m.a.w. die volledig verskuldigde bedrag) op of vóór die eerste betaaldatum, soos vervat in my maandstaat, aan Identity betaal nie.

#### 4.6.2

Ek begryp voorts dat, indien ek nie die betaalbare bedrag (m.a.w. die maandelikse paaiement) betaal nie, of indien ek 'n kleiner bedrag betaal as die bedrag wat op die betaaldatum aan Identity betaalbaar is, rente vir die tydperk tussen die vorige en huidige maandstate se datums gehef sal word, op die wyse wat in klousule 4.6.4 hieronder beskryf word, teen 'n koers wat nie die Maksimum Rentekoers wat in klousule 4.6.5 hieronder bepaal is, oorskry nie, en dat ek aanspreeklik mag wees vir bykomende wetlike heffings.

#### 4.6.3

Ek begryp voorts dat, indien ek slegs die betaalbare bedrag (m.a.w. die maandelikse paaiement) aan Identity betaal, rente vir die tydperk tussen die vorige en huidige maandstate se datums gehef sal word, op die wyse wat in klousule 4.6.4 hieronder beskryf word, teen die Ooreengekome Koers waarna daar in klousule 4.1 hierbo verwys word.

#### 4.6.4

Rente word daaglik op 'n eenvoudige grondslag met behulp van die volgende formule bereken: Om die daaglikse betaalbare rente te bepaal, deel die saldo wat op die Rekening betaalbaar is deur die getal dae in die jaar, en vermenigvuldig dit met die toepaslike rentekoers soos vervat in my Kredietooreenkoms. Die daaglikse rente wat só bereken word, word bymekaar gereken vir die tydperk tussen die vorige en die huidige maandstate se datums, en op die huidige maandstaat se datum by die Rekening se betaalbare saldo gereken.

#### 4.6.5

Die Nasionale Kredietwet stipuleer die Maksimum Rentekoers wat gehef mag word in verhouding tot die terugkoopkoers wat van tyd tot tyd deur die SA Reserwebank bepaal word.

## 5. STATE, BETALINGS EN WANBETALING

### 5.1

#### State

Identity sal vir my 'n maandelikse rekeningstaat stuur na die posadres wat in die Kwotasie of in die Aansoek gespesifiseer is, of na 'n ander adres indien ek Identity moontlik later daarvan in kennis stel; die inligting op die rekeningstaat sal onder meer die saldo wat op die staatsdatum verskuldig is, die maandelikse paaiement, die betaalbare rentebedrag, die totale betaalbare bedrag en die betaaldatum insluit. Die betaalbare saldo bestaan uit die koste van aankope wat op my Rekening gedoen is, soos dit verskyn op die fakture wat aan my uitgereik is ten tyde van die aankope, saam met enige toegelate en ooreengekome rente, aanvangsfooie, diensfooie, versekeringspremies, wanbetalingsadministrasiekostes en invorderingskoste wat op my Rekening gehef kan word, minus enige betalings wat gedoen is of

krediet wat op my Rekening ingeskryf word. Die betaalbare bedrag is die maandelikse paaie ment (wat vasgestel word in samehang met die betalingsplan/ne wat vir my Rekening geld) plus enige agterstallige bedrae, saam met rente en toegelate fooie wat daarop gehef word.

## 5.2

### Betalings

#### 5.2.1

Ek stem in dat betalings op my Rekening slegs gemaak kan word in die land waar my Rekening geopen is. Ek stem in om elke maand voor of op die betaaldatum ten minste die betaalbare bedrag sonder teeneis of aftrekking aan Identity te betaal, en ek bevestig dat ek nie daarop geregtig sal wees om enige voorwaarde te koppel aan enige betaling wat aan Identity gemaak word nie. Identity sal elke betaling wat ek op my Rekening doen soos volg krediteer op die datum waarop dit ontvang word: eerstens, om enige betaalbare of onbetaalde renteheffings te delg; tweedens, om enige betaalbare of onbetaalde fooie, kostes of heffings te delg; en derdens, om die bedrag van die hoofskuld te verminder.

#### 5.2.2

Ek het die opsie om aansoek te doen dat die bedrag wat elke maand aan Identity betaalbaar is, per debietorder betaal word indien ek 'n spaar-, transmissie- of tjekrekening het. Die debietorder sal stipuleer dat betaling op enige dag van die maand afgetrek kan word, soos deur my gekies. Identity behou die reg voor om die debietorder weer by my bank in te dien vir betaling, selfs op die dae wat ek nie gestipuleer het nie, totdat my verpligtings nagekom is.

## 5.3

### Wanbetaling en Opsegging

#### 5.3.1

Ek stem saam dat ek ingevolge hierdie Ooreenkoms wanbetaal indien:

##### 5.3.1.1

Ek versuim om ten minste 90% van die betaalbare bedrag op die betaaldatum te betaal.

##### 5.3.1.2

My Rekening daarna vir meer as 30 dae agtereenvolgens agterstallig bly, wat die geval sal wees tensy ek ten minste 90% van die verskuldigde bedrag op die volgende betaaldatum betaal.

#### 5.3.2

Indien ek versuim om die bepaling van hierdie Ooreenkoms na te kom, of ingeval my boedel gesekwestreer word, of indien ek te sterwe kom, of as ek in gebreke bly om my verpligtings teenoor Identity – soos omskryf in klousule 5.3.1 – na te kom, sal:

#### 5.3.2.1

Alle bedrae wat ek aan Identity skuld onmiddellik betaalbaar kan word.

#### 5.3.2.2

Identity my Kredietgerief kan opskort.

#### 5.3.2.3

Identity my Kredietlimiet en/of Rekeninglimiet kan verlaag sonder om my in kennis te stel.

#### 5.3.3

Identity kan voorts ná 'n kennistydperk van 20 werksdae my Kredietgerief opskort en – onderhewig aan die betrokke bepalings van die Nasionale Kredietwet, indien van toepassing – onmiddellike betaling van die verskuldigde balans op my Rekening eis.

### 6. SELLULÊRE AANKOPE

#### 6.1

Aankope van selfone en sellulêre bybehore op my Identity-rekening sal slegs ses (6) maande nadat my Rekening geopen is, toegelaat word, en dan slegs indien daar gereeld Identity-handelsware op sodanige rekening gekoop is.

#### 6.2

Terwyl daar nog enige bedrag verskuldig is ten opsigte van enige selfoon/-fone wat op my Identity-rekening gekoop is, kan Identity, in die mate waarin die wet dit toelaat, die diensverskaffer opdrag gee om die selfoondiens op te skort, indien die bedrag wat op my Rekening betaalbaar is nie teen die betrokke betaaldatum betaal word nie. Sodra die uitstaande betalings ten volle vereffen is, kan die selfoon/-fone wat op my Identity-rekening gekoop is, se diens op my versoek geheraktiveer word, onderhewig aan enige heraktiveringsfooi wat deur die diensverskaffer gehef mag word.

#### 6.3

Selfone kan slegs op die rentedraende betalingsplan vir ses (6) maande gekoop word.

#### 6.4

Ek erken dat selfone en sellulêre toebehore slegs in sekere winkels en in sekere lande – soos bepaal volgens Identity se uitsluitlike diskresie – verkoop sal word.

### 7. ONGEMAGTIGDE AANKOPE OP MY REKENING

Ek begryp dat die Bedrogbeskermingsvoordeel een van die voordele is waarop ek tans geregtig is, danksy die betaling van die jaarlikse diensfooi. Die Bedrogbeskermingsvoordeel dek my teen enige ongemagtigde en/of wederregtelike aankope op my Rekening. Mits ek sodanige aankope gerapporteer het, sal Identity my nie aanspreeklik hou nie, tensy my handtekening op die faktuur of 'n ander aankoopbewys verskyn, of as Identity kan bewys dat ek die aankope gemagtig het of daarvoor verantwoordelik was.

## 8. REKENINGSALDO-DEKKINGSVERSEKERING

Identity kan die Rekeningsaldo-dekkingsversekering na goeddunke 'n verpligte voorwaarde van die eienaarskap van 'n Identity-rekening maak. Ek kan in hierdie geval my reg uitoefen om Identity se Rekeningsaldo-dekkingsversekeringspolis met een van my eie, soortgelyke polisse te vervang, mits ek volgens Identity se oordeel afdoende bewys kan lewer dat Identity as die verliesbegunstigde aangeteken is.

Indien ek oor Identity se Rekeningsaldo-dekkingsversekering beskik, kom ek ooreen om my te verbind tot die bepalings en voorwaardes van die betrokke versekeringspolis, wat by die verkooppunt en op die Identity-webwerf beskikbaar is. Identity sal my Rekening elke maand ingevolge die Rekeningsaldo-dekkingsversekering met die betaalbare premie debiteer. Die Versekeraar sal bevestiging van sodanige versekering- en polisbesonderhede aan my stuur.

## 9. VERTROULIKE EN PERSOONLIKE INLIGTING

### 9.1

Ek stem in dat Identity te eniger tyd enige van my vertroulike en verbruikerskredietinligting, met inbegrip van 'n burotelling, by enige kredietburo, ander register of enige derde party mag aanvra, en bevestig dat hierdie toestemming ook die inligting insluit wat Identity reeds ontvang het. Identity mag hierdie vertroulike en verbruikerskredietinligting (insluitend inligting oor nie-nakoming van my verpligtings ingevolge my Ooreenkoms) asook enige inligting oor my Rekening, insluitend my aansoek en die opening en sluiting van my Rekening, met enige ander kredietverskaffer en kredietburo deel, met die doel – onder meer – dat sodanige kredietburo hierdie inligting met ander potensiële kredietverskaffers en kredietburo's kan deel. Ek begryp dat die kredietburo aan kredietverskaffers 'n profiel, en moontlik 'n telling ten opsigte van my kredietwaardigheid, verskaf op grond van die inligting wat Identity met sodanige buro deel.

### 9.2

Ek begryp dat Identity my vertroulike en verbruikerskredietinligting kan gebruik vir bemerking en verwante doeleindes, risiko- en analitiese evaluering en waardetoekenning, asook vir Identity se algemene sakedoeleindes. Raadpleeg asseblief ons Privaatheidsbeleid vir meer inligting.

## 10. KREDIETBURO'S

### 10.1

Identity mag my vertroulike en verbruikerskredietinligting, soos hierbo uiteengesit, aan die kredietburo's verskaf, insluitend die volgende:

#### 10.1.1

##### Compuscan

Tel: +27 (0)21 888 6000

Faks: +27 (0)21 883 2336

E-pos: info@compuscan.co.za

Straatadres: Chenin-huis, Brandwacht-kantoorpark, Trumaliweg, Stellenbosch, Suid-Afrika

Posadres: Posbus 1028, Stellenbosch, 7599, Suid-Afrika

#### 10.1.2

##### Experian

Tel: +27 (0)11 799 3400 or 086 110 5665

Faks: +27 (0)11 707 6700/6786

E-pos: info@experian.co.za of morpheus@experian.co.za

Straatadres: Experian-huis, The Ambridge-kantoorpark, Vredelaan, Bryanston, Suid-Afrika

Posadres: Posbus 98183, Sloan Park, 2152, Suid-Afrika

#### 10.1.3

##### TransUnion

Tel: 0861 482 482

Faks: +27 (0)11 388 2454

E-pos: creditbureau@transunion.co.za

Straatadres: Wanderers-kantoorpark, Corlettrylaan 52, Illovo, Suid-Afrika

Posadres: Posbus 4522, Johannesburg, 2000, Suid-Afrika

#### 10.1.4

##### XDS

Tel: +27 (0)11 645 9100

Faks: +27 (0)11 484 6588

E-pos: info@xds.co.za

Straatadres: Oakhurst-gebou 11-13, 3de Vloer, Westelike Vleuel, St Andrewsweg, Parktown,

Johannesburg, Suid-Afrika

Posadres: Posbus 30987, Braamfontein, 2017, Suid-Afrika

#### 10.1.5

##### South African Fraud Prevention Services

Helpline: 0860 101 248

Tel: +27 (0)11 867 2234

Faks: +27 (0)11 867 2315

E-pos: safps@safps.org.za

Straatadres: Blok 5, Meyersdal-kantoorpark, Phillip Engelbrechtstraat 65, Meyersdal, 1448, Suid-Afrika

Posadres: Posbus 2629, Alberton, 1450, Suid-Afrika

en sodanige ander kredietburo's met wie Identity van tyd tot tyd mag skakel.

## 10.2

Ek begryp dat ek enige kredietburo te eniger tyd kan kontak en vra dat my verbruikerskredietinligting aan my bekend gemaak word. Ek kan voorts enige inligting waaroor die kredietburo beskik wat myns insiens verkeerd is, bevraagteken.

## 10.3

Identity kan ook my vertroulike en verbruikerskredietinligting en kooppatrone aan sy verwante maatskappye of agente verskaf, en aan enige party wat gemoeid is met die voorkoming van misdaad en beskerming daarteen.

## 10.4

Ek begryp dat Identity ingevolge Suid-Afrikaanse wetgewing oor geldwassery 'n plig het om verdagte of ongewone transaksies met betrekking tot onwettige bedrywighede te rapporteer, verpligtingstig die verpligtings wat in hierdie verband op ondernemings geplaas word.

## 11. TERUGHANDIGING VAN HANDELSWARE

### 11.1

Terughandigings en Omruilings

Identity laat my toe om 'n handelsware-item binne 30 dae ná die aankoopdatum terug te handig, mits:

#### 11.1.1

Die oorspronklike faktuur of geskenkkwitansie tydens terughandiging as koopbewys getoon kan word.

#### 11.1.2

Die prys-etiket aangeheg is.

11.1.3 Die item nie gedra of gebruik is nie.

11.1.4 Die item in sy oorspronklike toestand en verpakking is.

11.1.5 Items wat saam met promosiegeskenke verkoop is, saam met die geskenk teruggehandig word.

11.1.6 Die item in die land waar dit gekoop is, teruggehandig word.

### 11.2

Terugbetalings

Identity sal 'n volle terugbetaling op die oorspronklike betaalwyse doen, of 'n krediet op die Identity-rekening inskryf, mits:

11.2.1 Daar aan alle kriteria in klousule 11.1 voldoen word.

11.2.2 Die kredietkaarthouer en die betrokke kaart teenwoordig is vir 'n kredietkaartterugbetaling.

11.2.3 Geen terugbetaling kan verwerk word indien 'n gesenkkwitansie getoon word, tensy die oorspronklike faktuur terselfdertyd getoon word nie.

11.3 Ek neem egter kennis dat, buiten om die voorwaardes in klousules 11.1 en 11.2 na te kom:

11.3.1 Ek juweliersware, horlosies (met waarborg) en sonbrille binne 14 dae by 'n winkel met 'n juweliersware-afdeling moet terughandig.

11.3.2 Swemklere die skutstrook moet aanhê.

11.3.3 Selfone teruggehandig moet word by 'n selfoontoonbank, en onderhewig is aan MTN se Terughandigingsbeleid.

11.3.4 Alle skoonheidsmiddels en reukware teruggehandig moet word by 'n winkel wat 'n skoonheidsmiddel-afdeling het wat daardie handelsmerk aanhou.

11.4 Geen Terughandiging

Geen terughandiging van onderklere, gesenkkarte, voorafbetaalde selfoonlugtyd of insteek-lyfjuwele (insluitend oorkrabbetjies) sal toegelaat word nie.

11.5

Foutiewe Handelsware

Handelsware met wesenlike vervaardigingsfoute sal met graagte gekrediteer of omgeruil word, mits:

11.5.1

Ek sodanige handelsware binne ses (6) maande ná ontvangs aan Identity terugbesorg.

11.5.2

Aankoopbewys gelewer kan word.

11.5.3

Die handelsware in die land waar dit gekoop is, teruggehandig word.

11.5.4

Die handelsware gebruik is vir die doel waarvoor dit bestem is.

#### 11.5.5

Die item volgens die was-/versorgingsetiket se instruksies versorg is.

Besoek [www.identity.co.za](http://www.identity.co.za) vir die volledige Terughandigingsbeleid.

## 12. REKENINGFOOIE EN -KOSTES

### 12.1

Ek begryp dat Identity my 'n jaarlikse diensfooi vir roetine-administrasie sal vra, en dat dit my tans geregtig maak op die Bedrogbeskermingsvoordeel. Die fooi wat op die betrokke tydstip betaalbaar sal wees, sal in die Kwotasie gespesifiseer word en/of andersins skriftelik aan my verskaf word. Die fooi is nie terugbetaalbaar nie en sal een keer per jaar teen my Rekening gedebiteer word wanneer dit Identity ten volle sal toeval. Die jaarlikse diensfooi kan na Identity se goeddunke van tyd tot tyd verhoog word, mits dit nie die maksimum limiet soos voorgeskryf deur die Nasionale Kredietwet, indien van toepassing, oorskry nie. Die jaarlikse diensfooi kan van tyd tot tyd uitsluitlik na Identity se goeddunke kwytgeskeld word.

### 12.2

Identity behou die reg voor om vir my 'n aanvangsfooi te vra om my Rekening te open (welke bedrag in die Kwotasie gespesifiseer sal word en wat ek vooraf kan betaal in plaas daarvan dat dit by my verskuldigde saldo gevoeg word).

### 12.3

Identity behou die reg voor om die volgende te hef:

#### 12.3.1

'n Wanbetalingsadministrasieheffing indien my Rekening agterstallig is of indien ek in gebreke bly ingevolge hierdie Ooreenkoms, en enige invorderingskoste wat Identity moontlik moet aangaan om my geldelike verpligtings ingevolge hierdie Ooreenkoms af te dwing, insluitend regsfooie, wat nie die fooie soos voorgeskryf deur die Wet op Prokureurs, die Wet op die Hooggeregshof, die Wet op Landdroshoue en die Wet op Skuldinvorderaars, indien van toepassing, sal oorskry nie. Hierdie fooie, heffings en kostes sal nie hoër wees as wat die Nasionale Kredietwet, indien van toepassing, toelaat nie.

#### 12.3.2

Alle kostes wat verband hou met die oorhandiging van 'n Rekening aan 'n skuldinvorderingsagentskap vir verhaling van agterstallige bedrae.

### 12.4



Identity kan 'n transaksie-gebaseerde diensfooie hef en dit teen my Rekening debiteer vir tjeks wat ek uitreik wat om welke rede ook al deur die bank teruggestuur word, of vir debietorders wat weens 'n gebrek aan fondse nie deur die bank verwerk word nie.

## 13. DIVERSE BEPALINGS

### 13.1

Ek kies my woonadres soos verstrekk op die Kwotasie of op my Aansoek (of enige ander adres deur my gespesifiseer ingevolge klousule 13.2) vir die ontvangs van enige regsdokumente. Suid-Afrikaanse wetgewing geld vir hierdie Ooreenkoms en alle transaksies met Identity.

### 13.2

Ek sal Identity onmiddellik in kennis stel van enige verandering in kontakbesonderhede, wat die volgende insluit, maar nie beperk is nie tot: my werk-, pos- of woonadres, my huis- of werktelefoonnommer/s, my selfoonnommer en my e-posadres.

### 13.3

Indien ek voorheen 'n Identity-rekening gehad het en dit minder as drie (3) jaar voor die aansoek om 'n nuwe Identity-rekening gesluit het, behou Identity die reg voor om enige promosie-aanbiedings terug te trek wat aan die nuwe rekening gekoppel is.

### 13.4

Indien ek binne gemeenskap van goedere getroud is, bevestig ek dat ek my eggenoot se toestemming gekry het om hierdie Rekening te open, en om verhogings in die Kredietlimiet en/of Rekeninglimiet wat vir my Rekening geld, te aanvaar.

### 13.5

Identity en enige van sy gemagtigde agente sal geregtig wees om my telefoon- of selfoongesprek/ke wat ek met enige van hul werknemers voer, met die oog op opleiding, invorderings of toekomstige verwysing op te neem en/of te monitor.

### 13.6

Enige data oor my waarop Identity ingevolge hierdie Ooreenkoms geregtig raak, kan tot enige voornemende koper se beskikking gestel word, of oorgedra word aan enige party indien Identity sy onderneming aan so 'n party verkoop, of as so 'n party beheer oor Identity verkry.

### 13.7

Geen toegewing of uitstel wat Identity aan my gee, sal as 'n afstanddoening van Identity se regte ingevolge hierdie Kredietooreenkoms beskou word nie.

## 14. REKENINGDISPUTE EN KLAGTES

### 14.1

Ek mag te eniger tyd 'n klagte rakende hierdie Ooreenkoms na 'n alternatiewe dispuutoplossingsagent of verbruikershof verwys, of 'n dispuut rakende hierdie Kredietooreenkoms verwys na die Kredietombudsman, die Nasionale Verbruikerskommissie of die Nasionale Kredietreguleerder indien my Rekening in Suid-Afrika geopen is, of na enige toepaslike liggaam of reguleerder in die land waar ek my Rekening geopen het.

Die Kredietombudsman kan gekontak word by:

Tel: 0861 OMBUDS (0861 662837)

Faks: 086 683 4644

E-pos: ombud@creditombud.org.za

Straatadres: Fernridge Kantoorpark, Hunterstraat 5, Ferndale, Randburg, Suid-Afrika

Posadres: Posbus 805, Pinegowrie, 2123, Suid-Afrika

Webwerf: [www.creditombud.org.za](http://www.creditombud.org.za)

Die Nasionale Kredietreguleerder kan gekontak word by:

Tel: +27 (0)11 554 2600 or 0860 627 627

Faks: +27 (0)11 554 2771

E-pos: [info@ncr.org.za](mailto:info@ncr.org.za)

Straatadres: 15de Weg 127, Randjespark, Midrand, Suid-Afrika

Posadres: Posbus 209, Halfweghuis, 1685, Suid-Afrika

Die Nasionale Verbruikerskommissie kan gekontak word by:

Share Call-nommer: 0860 266 786

Faks: 0861 515 259

E-pos: [ncc@thedti.gov.za](mailto:ncc@thedti.gov.za)

Webwerf: [www.nccsa.org.za](http://www.nccsa.org.za)

### 14.2

Indien ek 'n navraag het oor die korrektheid van my maandelikse rekeningstaat of 'n geskil wil verklaar oor enige handelsware-aankope of ander transaksies wat daarop weerspieël word, sal ek Identity binne 60 dae ná die datum van daardie spesifieke staat in kennis stel.

## 15. SKULDBERADING

Hierdie klousule is slegs van toepassing op rekenings wat in Suid-Afrika geopen is.

Ek bevestig dat my skuld las ten tyde van die aansoek om my Identity-rekening nie onder evaluasie of skuldoorsig deur 'n skuldberader is soos dit in artikel 86 van die Nasionale Kredietwet omskryf word nie. Ek begryp dat ek te eniger tyd 'n skuldberader kan raadpleeg om my by te staan met die bestuur van my skuld.

Die proses wat gevolg moet word, is:

### 15.1

Kontak enige skuldberader.

15.2

Betaal die voorgeskrewe fooi en vul die vorm in wat deur die skuldberader verskaf word.

15.3

Die skuldberader sal 'n skuldoorsig onderneem en oordeel of die toekenning van hierdie Kredietgerief roekeloos was.

15.4

Indien ek nie te diep in die skuld was toe hierdie Kredietgerief gefinaliseer is nie, sal die skuldberader die oorsigproses beëindig en sal my verpligtings jeens Identity voortduur.

15.5

Indien ek wel te diep in die skuld was toe hierdie Kredietgerief toegeken is, sal die skuldberader 'n aanbeveling doen en dit na die betrokke Hof of Tribunaal verwys om die Ooreenkoms roekeloos te verklaar.

15.6

Indien ek nie te diep in die skuld is nie, maar die skuldberader reken dat ek gaan sukkel om my skuld te betaal, kan die skuldberader moontlik voorstel dat ek en Identity vrywillig moet oorweeg om saam 'n nuwe skuldreëling te tref.

## 16. PARTYE EN OMVANG VAN OOREENKOMS

16.1

Ek begryp die volgende:

16.1.1

Die kredietverlener ingevolge hierdie Kredietooreenkoms:

16.1.1.1

indien ek my Rekening in Suid-Afrika geopen het, is Truworths Beperk (registrasienuommer 1940/013923/06), wat 'n geregistreerde kredietverskaffer onder die nommer NCRCP45 is;

16.1.1.2

indien ek my Rekening in Namibië geopen het, is Truworths (Namibië) Beperk (registrasienuommer 492);

#### 16.1.1.3

indien ek my Rekening in Swaziland geopen het, is Truworths (Swaziland) Beperk (registrasienuommer 108/1961);

#### 16.1.1.4

indien ek my Rekening in Botswana geopen het, is Truworths Botswana (Edms) Beperk (registrasienuommer CO2007/5848);

van Mostertstraat 1, Kaapstad, Suid-Afrika (hierna in hierdie dokument vermeld as "Identity").

#### 16.1.2

Ek is die verbruiker/kredietontvanger en my adresse is dié wat ek in die Kwotasie of in die Aansoek verstrek het, of wat daarna via skriftelike kennisgewing aan Identity deur my gewysig is.

#### 16.1.3

Geen bedrag is of word ingevolge hierdie Kredietooreenkoms van my vereis as 'n aanvangsbetaling (m.a.w. as 'n deposito) nie.

#### 16.1.4

Die Kredietooreenkoms hou verband met die modeklere en -bykomstighede – insluitend juweliersware, skoonheidsmiddels en sellulêre produkte en/of enige ander produkte of dienste – wat beskryf word in die fakture wat aan my uitgereik is na aanleiding van aankope wat ek by Identity-winkels en/of op die Identity-webwerf gedoen het.

#### 16.2

Ek bevestig dat ek die regsbevoegdheid het om hierdie Ooreenkoms aan te gaan.

### 17. VROEË VEREFFENING

Ek begryp dat ek my Kredietooreenkoms met Identity te eniger tyd voortydig kan vereffen deur die bedrag wat op die vereffeningsdatum verskuldig is aan Identity te betaal. Die vereffeningsbedrag bestaan uit die onbetaalde hoofskuld (wat die bedrag van die verskuldigde saldo is – rente en ander heffings op my staat uitgesluit) saam met enige rente of ander heffings wat tot en met die vereffeningsdatum opgeloo het.

### 18. REKENINGBEËINDIGING DEUR VERBRUIKER

Ek begryp dat ek my Kredietooreenkoms met Identity te eniger tyd kan beëindig deur my Rekening se vereffeningsbedrag (waarna daar hierbo verwys word) op die beëindigingsdatum aan Identity te betaal. Ek begryp dat, indien daar geen sodanige bedrag verskuldig is nie, ek Identity in kennis moet stel van my voorneme om die Kredietooreenkoms te beëindig.

## 19. KREDIETLIMIET- EN/OF REKENINGLIMIETSTIPULASIES DEUR VERBRUIKER

Ek begryp voorts dat ek Identity te eniger tyd skriftelik in kennis kan stel dat ek die Kredietlimiet en/of Rekeninglimiet wat op my Kredietgerief van toepassing is, wil verminder, of dat ek die Kredietlimiet en/of Rekeninglimiet kan stipuleer wat ek bereid is om op die Kredietgerief te aanvaar.

## 20. WYSIGINGS AAN OOREENKOMS

Identity kan hierdie bepalings en voorwaardes ná ten minste vyf (5) werksdae se skriftelike kennisgewing wysig, mits sodanige wysigings my aanspreeklikheid ingevolge my Kredietooreenkoms met Identity verminder, en/of die Kredietlimiet wat vir my Kredietgerief geld een keer per jaar outomaties verhoog, indien ek dit verkies. Ek en Identity moet onderling oor enige ander wysigings aan my Kredietooreenkoms ooreenkom en dit moet op skrif gestel word.

## 21. OORDRAG VAN OOREENKOMS

Identity is daarop geregtig om enige van sy regte te sedgeer (oor te dra) en enige van sy verpligtings ingevolge hierdie Kredietooreenkoms aan enige derde party te delegeer (oor te dra) sonder my medewete.

## 22. OPENBAARMAKING TEN OPSIGTE VAN OOREENKOMSTE WAT VOOR 1 JUNIE 2007 GESLUIT IS

Indien my Kredietooreenkoms voor 1 Junie 2007 aangegaan is, is dit aangeteken dat die volgende inligting nie tans bekend is, of vooruit vasgestel kan word nie, omdat die krediet wat aan my verleen is, in die vorm van 'n wentelkredietgerief was:

### 22.1

Die verkoopprijs van al die handelsware wat Identity aan my sal verkoop tydens die duur van hierdie wentelkredietgerief.

### 22.2

Die bedrag van die ander heffings waarna hierdie dokument verwys, wat deel sal vorm van die saldo wat deur my betaalbaar is.

### 22.3

Die betrokke deel van die saldo wat deur my verskuldig is wat die hoofskuld uitmaak.

### 22.4

Die bedrag van die rente of ander heffings wat gehef sal word op die betrokke deel van die saldo wat ingevolge klousule 4 van hierdie dokument deur my betaalbaar is.

### 22.5

Die rentekoers, ook bekend as die jaarlikse finansieringheffingskoers, wat ingevolge klousule 4 van hierdie dokument gehef sal word op die betrokke deel van die saldo wat deur my verskuldig is.

22.6

Die datums, aantal en bedrae van die maandelikse paaiemente waardeur ek die saldo wat deur my verskuldig is, sal betaal.

### 23. LOJALITEITSPROGRAM

Alle huidige rekeninghouers en alle kredietansoekers (laasgenoemde onderhewig aan die verdere bepalinge en voorwaardes hierin vervat, maar ongeag of krediet toegestaan is al dan nie) kwalifiseer outomaties om aan Identity se Lojaliteitsprogram deel te neem.

### 24. SKEIBAARHEID

Indien enigeen of meer van die bepalinge wat in hierdie Kredietooreenkoms vervat word, om enige rede in enige opsig ongeldig, onwettig of onafdwingbaar verklaar word, sal sodanige ongeldigheid, onwettigheid of onafdwingbaarheid nie enige ander bepaling van hierdie Kredietooreenkoms beïnvloed nie; die Kredietooreenkoms sal vertolk word asof sodanige ongeldige, onwettige of onafdwingbare klousule nooit ingesluit is nie, en sal so na as moontlik aan sy oorspronklike bepalinge en bedoeling in werking gestel word.

### 25. OPENBAARMAKING TEN OPSIGTE VAN DIE WET OP VERBRUIKERSBESKERMING

Identity tree op in Suid-Afrika as 'n verteenwoordiger van Hollard Life Assuransiematskappy Beperk en Hollard Life Versekeringsmatskappy Beperk vir die promosie en verskaffing van onderskeidelik Rekeningsaldo-dekkingsversekering en Selfoonversekering. Hiermee word sodanige bykomende inligting verskaf wat nie hierbo uiteengesit word nie, en wat deur artikel 27 van die Wet op Verbruikersbeskerming en regulasie 9 van die meegaande Regulasies vereis word.

Identity kan gekontak word by:

Tel: +27 (0)21 460 2400

Posadres: Posbus 4775, Kaapstad, 8000, Suid-Afrika

Faks: +27 (0)21 460 7277

E-pos: [services@identity.co.za](mailto:services@identity.co.za)

Identity se openbare beampte is Reon Smit, wat geskakel kan word by +27 (0)21 460 7911.

ID/TC/A/06/2021

Identity Retailing (Pty) Ltd: Nmr. ya ngodiso 1965/001234/07 (haeba Akhaonto ya ka e butswwe Afrika Borwa); Identity, lekala la Truworths (Namibia) Limited: Nmr. ya ngodiso 492 (haeba Akhaonto ya ka e butswwe Namibia); Identity, lekala la Truworths (Swaziland) Limited: Nmr. ya ngodiso 108/1961 (haeba Akhaonto ya ka e butswwe Swaziland); le Identity, lekala la Truworths (Botswana) Limited: Nmr. ya ngodiso CO2007/5848 (haeba Akhaonto ya ka e butswwe Botswana)

No. 1 Mostert Street, Cape Town, South Africa (eo ho tloha mona e tla bitswa "Identity")

DITLHOKO LE DIPEHELO TSA IDENTITY BAKENG SA KOPO YA, LE PHANO YA MOKITLANE, LE THEKISETISO

## 1. TUMELLANO YA MOKITLANE

### 1.1

Ke utlwisisa hore Tumellano ya Mokitlane, e mabapi le Phumantsho ya Mokitlane o iphetaphetang ("Phumantsho ya Mokitlane"), e entswe dipakeng tsa ka le Identity.

### 1.2

Tumellano ya Mokitlane ya ka le Identity e thehilwe ke Foromo ya Kopo ya Akhaonto (haeba foromo e jwalo e tlatsitswe le ho saenwa ke nna) ("Kopo") le/kapa Setatemente sa Tumellano le Khoteishene ("Khoteishene") haeba e lokeleha le/kapa lengolo le saennweng ke Identity le tsebisang hore Phumantsho ya Mokitlane e fanwe ho nna, mmoho le ditlhoko le dipehelo tse tekilweng tokomaneng ena le sehlomathiso sefe kapa sefe se entsweng Tumellanong ya Mokitlane ya ka e rekotilweng ka mongolo le ho dumelwa ke nna.

### 1.3

Ke utlwisisa hore ditlhoko le dipehelo tse amehang bakeng sa Tumellano ya Mokitlane ya ka le dithekiso tsa thepa tse etswang ke Identity ka nako yohle di tla laolwa ke melawana ya Molao wa Mokitlane wa Naha Nmr. 34 wa 2005 ("Molao wa Mokitlane wa Naha") le Molao wa Tshireletso ya Bareki 68 wa 2008 ("Molao wa Tshireletso ya Bareki") haeba ho lokeleha, le molao ofe kapa ofe o mong o sebetsang, mme mabapi le kgohlano ya ditabatabelo dipakeng tsa ketsomolao efe kapa efe le ditlhoko le dipehelo tsena ketsomolao e tla latelwa.

## 2. MOKITLANE, MOEDI WA AKHAONTO LE DIKEKETSO

### 2.1

Moedi wa Mokitlane

Phumantsho ya Mokitlane ya ka ("Akhaonto" ya ka) e tla lekanyetswa Moedi o hodimodimowa mokitlane ("Moedi wa Mokitlane") jwalo ka ha ho lekantswe ke Identity ho latela ditlhoko tsa Molao wa Mokitlane wa Naha Afrika Borwa le dipehelo tse amehang tsa ketsomolao e lokelang dinaheng tse ding. Moedi wa Mokitlane o tla ela hloko tjehelete eo nka e sebedisang kgwedi le kgwedi kamora ho hulwa ditjeho tsohle tsa lelapa la ka tsa kgwedi le kgwedi ho tswa moputsong wa lelapa la ka wa kgwedi le kgwedi ("Bokgoni"), tse tla fanwa ho Identity ke nna ka nako ya tekanyo ya Bokgoni. Ke utlwisisa hore Identity ka boikgethelo ba yona e ka nna ya eketsa Moedi wa Mokitlane saena nakwana ka hore ke etse

kopo bakeng sa ho kgonahatsa ditheko tseitseng tse neng di tla baka hore ke tlole Moedi ona wa Mokitlane. Ke utlwisisa hore Moedi wa Mokitlane o sebetsang pele keketso e jwalo ya nakwana e ka sebetsa o tla busetswa hape ha balanse e kolotwang Akhaontong ya ka e se e le ka tlase ho Moedi oo. Identity e ka eketsa Moedi wa Mokitlane se sebetsang bakeng sa Akhaonto ya ka ekaba ka tumelo ya ka kapa ka kopo ya ka, empa kamora ho sekaseka ditlhoko tsa Molao wa Mekitlane wa Naha, haeba ho lokeleha. Ho feta mona, Moedi wa Mokitlane wa ka o ka eketswa ka ho iketsa selemo le selemo, haeba ke dumetse hore keketso e jwalo e iketsahallang e sebetse. Ke utlwisisa hore ke tlameha ho tsebisa Identity haeba Bokgoni ba ka bo mpefala kamora tekanyo ya pele ya ka ya Bokgoni ha Moedi wa Mokitlane sa ka o ne o lekangwa qalong.

## 2.2

### Moedi wa Akhaonto

Ke utlwisisa hore Identity ka boikgethelo ba yona e ka mpha Moedi wa Akhaonto ("Moedi wa Akhaonto") wa tjelete e lasana ho feta Moedi wa Mokitlane oo ke o abetsweng jwalo ka ha ho boletswe temaneng ya 2.1 ka hodimo mona. Moedi ona wa Akhaonto o tla fanwa ho nna, o eketswe le ho fokotswa ka dinako tse itseng ka boikgethelo ba Identity le ka ho ipapisa le mokgwa oo ke tsamaisitseng Akhaonto ya ka ka wona. Ke utlwisisa hore Identity ka boikgethelo ba yona e ka nna ya eketsa Moedi wa Akhaonto ona nakwana ka hore ke etse kopo bakeng sa ho kgonahatsa ditheko tse itseng tse neng di tla baka hore ke tlole Moedi ona wa Akhaonto. Ke utlwisisa hore Moedi wa Akhaonto o sebetsang pele keketso e jwalo ya nakwana e ka sebetsa o tla busetswa hape ha balanse e kolotwang Akhaontong ya ka e se e le ka tlase ho Moedi oo.

## 3. KARETE LE MERERO YA TEFO

Identity e tla nthomella karete ya ditheko ("Karete" ya ka) eo ke tla ikarabella bakeng sa yona. Haeba Karete ya ka e utswitswe kapa e lahlehile, ke tla tsebisa lebenkele la Identity le haufi le nna kapa ke ikopanye le Mohala wa Thuso wa Ditshebeletso tsa Bareki ho +27 (0)21 460 2300. Nka nna ka sebedisa Karete ya ka ho reka thepa (me)morerong e fapaneng e fumanehang naheng eo akhaonto ya ka e butsweng ho yona mme e sebetsang bakeng sa thepa e jwalo ho latela ka moo Identity ka boikgethelo ba yona e le nngwe e laotseng ka nako ya theko eo.

## 4. TSWALA

### 4.1

#### Sekgahla se Dumellanweng

Ho fihlela sekgahla sa tswala se fetolwa ka mokgwa oo se hlahositsweng ka wona ka tlase mona, tswala e tla lefiswa hodima merero yohle ya ditefello eo ke e sebedisang ka sekgahla se hlakisitsweng Khoteisheneng, kapa bakeng sa diakhaonto tse butsweng pele ho la 1 Phuptjane 2007, ka sekgahla se sebetsang diakhaontong tse jwalo ("Dikgahla tse Dumellanweng"). Sekgahla se Dumellanweng ho hang se ke ke sa feta sekgahla sa referense se hlahositsweng ka tlase mona.

### 4.2

#### Sekgahla sa Referense



Ke utlwisisa hore haeba ke bula Akhaonto ya ka Afrika Borwa, Identity e kgethile Sekgahla sa Tswala se Hodimodimo se laetsweng ke Molao wa Naha wa Mekitlane, kapa Molao wa Dikadimo (Usury Act) bakeng sa diakhaonto tse butsweng pele ho la 1 Phuptjane 2007, jwalo ka sekgahla sa referense bakeng sa merero ya ho fumana Sekgahla se Dumellanweng se sebetsang Akhaontong ya ka. Ke utlwisisa hore haeba ke bula Akhaonto ya ka kante ho Afrika Borwa sekgahla sa referense e tla ba sekgahla se ka hodimodimo se laetsweng ke molao o lokelang wa naheng eo ke butsenseng Akhaonto ho yona.

#### 4.3

##### Phetolo Sekgahleng se Dumellanweng

Ke utlwisisa hore Akhaonto ya ka e na le sekgahla sa tswala se fetofetohang e leng se bolelang hore Sekgahla se Dumellanweng se tla fetofetoha nako le nako ho latela diphetoho tse teng sekgahleng sa referense. Sekgahla sa Tswala se Dumellanweng ho merero ya ditefello Akhaontong ya ka se tla fapafapana nako le nako ho latela diphetoho tse teng dikgahleng tsena tsa referense. Nakong ya matsatsi a 30 a kgwebo a phetolo efe kapa efe e jwalo, Identity e tla ntsebisa ka mongolo mabapi le phetolo eo, e tlang ho ba ka kamano e tsitsitseng ho phetolo e amehang sekgahleng sa referense.

#### 4.4

##### Tswala e Theotsweng kapa e Nyahladitsweng

Ke utlwisisa hore Sekgahla se Dumellanweng, ka boikgethelo ba Identity, se ka fokoletswa sekgahleng sa tswala se tlasana kapa sa nyahlatswa ka boikgethelo ba Identity ka morero wa tefo wa dikgwedi tse tsheletseng (6) kapa leshome le metso e mmedi (12) mme merero e meng ya tefo haeba e fumaneha ho nna ka boikgethelo ba Identity.

#### 4.5

##### Ho Thibela Tswala Diakhaontong tse Saletseng Morao ka Ditefello

Ke utlwisisa hore tswala e sebetswa hodima palohare ya balanse ya letsatsi le letatsi e kolotwang Akhaontong ya ka nako le nako mme nka fokotsa tswala e lefiswang Akhaontong ya ka ka ho etsa ditefello ka nako le ka botlalo ka letatsi le lokelang la tefo le bontshitsweng setatementeng s aka sa kgwedi le kgwedi sa akhaonto. Ke utlwisisa hore haeba ke sa etse tefello e jwalo ka letsatsi leo le lokelang, sekgahla sa tswala se eketsehileng se tla lefiswa Akhaontong ya ka kaha se tla sebetswa ka palohare balanseng ya letsatsi le letsatsi e kolotwang e tla beng e sa fokotswa hobane ke tla be ke sa etsa tefo e lokelang ka letsatsi le lokelang la tefo.

#### 4.6

##### Tefiso ya Tswala

Tswala e lefiswa Akhaontong ya ka ka tsela e latelang:

##### 4.6.1

Ke utlwisisa hore haeba ke lefa Identity balanse e kolotwang (ka mantswe a mang balanse e feletseng e kolotwang) pele ho kapa ka letsatsi le behilweng la tefo jwalo ka ha bontshitswe setatementeng sa ka sa kgwedi le kgwedi ha ho tswala e tla lefiswa.

#### 4.6.2

Ho feta mona ke utlwisisa hore haeba ke sa lefe tjelete e lokellang ho lefuwa (k.h.r. instolemente ya kgwedi le kgwedi), kapa ke lefa tjelete e ka tlase ho e lekantsweng ho Identity ka letsatsi le behilweng la tefo, tswala e tla lefiswa bakeng sa nako e dipakeng tsa matsatsi a setatemente sa kgwedi e fetileng le setatemente sa hajwale ka mokgwa o hlakisitsweng temaneng ya 4.6.4 ka tlase mona ka Sekgahla se Hodimodimo sa Tswala se sa feteng se fanweng ho latela temana ya 4.6.5 ka tlase mona, mme nka nna ka ikarabella bakeng sa ditefiso tsa tlatsetso tsa molao.

#### 4.6.3

Ho feta mona ke utlwisisa hore haeba ke lefa feela tjelete e lokelang ho lefuwa (k.h.r. instolemente ya kgwedi le kgwedi) ho Identity, tswala e tla lefiswa bakeng sa nako e dipakeng tsa setatemente sa kgwedi e fetileng le sa hajwale ka mokgwa o hlakisitsweng temaneng ya 4.6.4 ka tlase mona ka Sekgahla se Dumellanweng se boletsweng temaneng ya 4.1 ka hodimo mona.

#### 4.6.4

Tswala e sebetswa letsatsi le letsatsi ka tsela e bonolo e sebedisang mokgwa o latelang; balanse e setseng e kolotwang Akhaontong e arolwa ka palo ya matsatsi a selemo, le ho atiswa ka sekgahla sa tswala se lefisiwang ho latela Tumellano ya ka ya Mokitlane, ho fumana tswala e kolotwang ka letsatsi. Tswala ya letsatsi le letsatsi e fumanweng ka tsela ena e bokellanywa bakeng sa matsatsi a setatemente sa kgwedi e fetileng le sa hajwale le ho kopanngwa ho balanse e kolotwang Akhaontong ka letsatsi la setatemente sa kgwedi le kgwedi sa hajwale.

#### 4.6.5

Molao wa Mekitlane wa Naha o bolela Sekgahla se Hodimodimo sa Tswala se ka lefisiwang ka papiso le sekgahla seo dibanka di lefisiwang tswala ka sona (repo rate), se lekannwang nako le nako ke Banka ya Risefe ya Afrika Borwa.

## 5. DISETATEMENTE, DITEFELLO LE HO TLOLWA KE DITEFELLO

### 5.1

#### Disetatemente

Identity e tla romela ateseng ya poso e boletsweng ho e nngwe dipakeng tsa Khoteishene kapa Kopo, kapa ateseng e fetotsweng ho latela ka moo ke tla beng ke tsebisitse Identity, setatemente sa kgwedi le kgwedi sa akhanoto eo hara tlhahisoleseding e nngwe se tla bolela balanse e setseng ka letsatsi la ho romelwa ha setatemente, setatemente sa kgwedi le kgwedi sa akhaonto, tjelete ya tswala e lefuwang, tefo e lokelang ho etswa le letsatsi la tefo le behilweng. Balanse e kolotwang e bopilwe ka tjeho ya ditheko tse entsweng Akhaontong ya ka jwalo ka ha e bontshitswe diinvoeseng tse fanweng ho nna ka nako ya ho reka, mmoho le tswala efe kapa efe e dumellehang mme e dumellanweng, ditefiso tsa qalo,

ditefiso tsa tshebeletso, dipremiamo tsa inshoreense, ditjeho tsa tsamaiso ya ditefello tse saletseng morao le ditjeho tsa pokeletso ya mokitlane di ka lefiswa Akhaontong ya ka ha ho tlositswe ditefo dife kapa dife kapa diphetisetso tsa tjhelete tse entsweng akhaontong ya ka. Tefo e lokelang ho etswa ke instolemente ya kgwedi le kgwedi (e lekannwang ka ho ipapisa le mo(me)rero e sebetsang bakeng sa Akhaonto ya ka) mmoho le ditjhelete dife kapa dife tse saletseng morao mmoho le tswala le ditefiso tse dumeletsweng hodima yona.

## 5.2

### Ditefo

#### 5.2.1

Ke dumela hore ditefo tsa Akhaonto ya ka di ka etswa naheng eo Akhaonto ya ka e butsweng ho yona. Ke dumela ho lefa Truworths e seng ka tlase ho tefo e lokelang ho etswa kgwedi ka nngwe, ntle le ho hlakolana ha mekitlane kapa dikgulo tse etswang, pele ho kapa ka letsatsi le behilweng la tefo mme ke tiisa nke ke ka ba le tokelo ya ho hokela dipehelo dife kapa dife Tefong efe kapa efe e etswang ho Identity. Identity e tla lefa tefo ka nngwe eo ke e etsang Akhaontong ya ka ka letsatsi la kamohelo ya tefo e jwalo ka tsela e latelang: ya pele ke ho lefa ditefello dife kapa dife tsa tswala tse lokelang ho lefuwa kapa tse sa lefuwang, ya bobedi ke ho lefa ditefiso dife kapa dife tse lokelang ho lefuwa kapa tse sa lefuwang, ditjeo kapa ditefello le borarong ho fokotsa tjhelete ya mokitlane wa sehlooho.

#### 5.2.2

Ke tla ba le kgetho, haeba ke na le akhaonto ya dipolokelo, ya diphetiso kapa ya tjheke, ho etsa kopo ya debite otara bakeng sa tefo ya tjhelete e lokelang ho lefuwa ho Identity kgwedi ka nngwe. Debite otara e tla bolela hore tefo e tla hulwa ka letsatsi lefe kapa lefe la kgwedi le kgethilweng ke nna. Identity e na le tokelo ya ho teka botjha debite otara bakeng sa tefiso ho banka ya ka le matsatsing a sa bolelwang ke nna debite otareng ho fihlela nako eo ditlameho tsa ka tsa mokitlane di phethilweng.

## 5.3

### Ho Tlolwa ke Ditefello le ho Phediso ya Akhaonto

#### 5.3.1

Ke dumela hore ke tla be ke tlotswe ke tefello tlasa tumellano ena haeba:

##### 5.3.1.1

Ke hloleha ho lefa bonyane 90% ya tjhelete e lokelang ho lefuwa ka letsatsi le behilweng la tefo.

##### 5.3.1.2

Akhaonto ya ka kamora mona e tla dula e saletse morao ditefello bakeng sa matsatsi a 30 a latelanang a tla fihla ntle leha ke lefile bonyane 90% ya tjhelete e lokelang ho lefuwa ka letsatsi le latelang le behilweng la tefo.

### 5.3.2

Ho hloleha ha ka ho ikamahanya le dipheho tsa tumellano ena kapa haeba lefa la ka le phethiswa haeba ke eshwa kapa haeba ke tloswa ke tefello ya ditlameho tsa ka ho Identity jwalo ka ha ho hlalositse temaneng ya 5.3.1 ka hodimo mona, mme jwale:

#### 5.3.2.1

Ditjhelete tsohle tseo ke di kolotang Identity di tla tshwanele le ho tlameha ho lefuwa hanghang.

#### 5.3.2.2

Identity e ka fanyeha Phumantsho ya ka ya Mokitlane.

#### 5.3.2.3

Identity e ka fokotsa Moedi wa Akhaonto wa ka le/kapa Moedi wa Akhaonto ntle le ho ntsebiswa.

### 5.3.3

Identity ho feta mona, ha e fane ka tsebiso ya nako ya matsatsi a 20 a kgwebo, e ka fedisa Phumantsho ya ka ya Mokitlane ka ho ipapisa le dipheho tse amehang tsa Molao wa Mekitlane wa Naha, haeba ho lokeleha, e ka hloka hore ke lefe balanse e kolotwang Akhaontong ya ka hanghang.

## 6. DITHEKO TSA SELEFOUNU

### 6.1

Ditheko tsa diselefounu le dikarolwana tsa tsona Akhaontong ya ka ya Identity di tla dumellwa feela kamora dikgwedi tse tsheletseng (6) ho tloha ka letsatsi la ho bulwa ha akhaonto le feela haeba thepa ya Identity e rekilwe nako le nako akhaontong e jwalo.

### 6.2

Ho fihla moo molao o dumellang, ha ho sa ntse ho na le tjhelete e kolotwang mabapi le (di)selefounu tse rekilweng ka Akhaonto ya ka ya Identity, ka taelo ya Identity ho mofani wa tshebeletso (di)selefounu di ka kgaolwa kgokelong ya leqhubu haeba tefo e lokelang ho etswa Akhaontong ya ka e sa etswa ka letsatsi le behilweng la tefo. Hang ha ditefo tse saletseng morao di lefilwe ka botlalo (di)selefounu tse rekilweng ka Akhaonto ya ka ya Identity di ka hokelwa hape ka kopo ya ka le ka ho lefa tefiso efe kapa efe ya kgokelo botjha e ka lefiswang ke mofani wa tshebeletso.

### 6.3

Diselefounu di ka rekwa feela morerong wa tefo o lefisang tswala wa dikgwedi tsheletseng (6).

### 6.4

Ke ananela hore diselefounu le thepa e ka thoko ya diselefounu e tla rekiswa feela mabenkeleng a itseng le dinaheng tse itseng tse tla fanwa ka boikgethelo ba Identity e le nngwe.

#### 7. DITHEKO TSE SA DUMELLWANG AKHAONTONG YA KA

Ke utlwisisa hore tse ding tsa ditsiane tseo ke nang le tokelo ya tsona hajwale ka ho lefa tefiso ya selemo le selemo ya tshebeletso ke Ditsiane tsa Tshireletso Kgahlanong le Boqhekanyetsi. Ditsiane tsa Tshireletso Kgahlanong le Boqhekanyetsi di ntshireletsa kgahlanong le ditheko tse sa dumellwang le/kapa tsa boqhekanyetsi Akhaotong ya ka. Ha feela ke tlalehile (di)theko tse jwalo, Identity e ke ke ya ntjarisa boikarabello ba tsona ntle le haeba tshaeno ya ka e hlahella invoeseng kapa bopaki bo bong ba theko kapa Identity e ka fumana hore ke fane ka tumello kapa ke a ikarabella bakeng sa (di)theko tse jwalo.

#### 8. INSHORENSE YA TSHIRELETSO YA BALANSE YA AKHAONTO

Identity ka boikgethelo ba yona e ka etsa Inshoreense ya Tshireletso ya Balanse ya Akhaonto tlameho ya ho ba le Akhaonto ya Identity. Boemong bona nka sebedisa tokelo ya ka ya ho nkela sebaka Inshoreense ya Tshireletso ya Balanse ya Akhaonto ka pholisi e sele ya ka ya sebopeho se tshwanang le ena, ha feela ke fane ka bopaki bo kgotsofatsang Identity hore Identity e rekotilwe jwalo ka majalefa a tahlehelo pholising ya ka.

Haeba ke na le Inshoreense ya Tshireletso ya Balanse ya Akhaonto ya Identity ke dumela ho tlangwa ke ditlhoko le diphelelo tsa pholisi e amehang tse fumanehang sebakeng sa thekiso mmoho le webosaeteng ya Identity. Identity e tla debita Akhaonto ya ka kgwedi le kgwedi ka premiamo e hlohang ho lefuwa ho latela Inshoreense ya Tshireletso ya Balanse ya Akhaonto. Netefatso ya inshoreense e jwalo le dintlha tsa pholisi di tla romelwa ho nna ke Rainshoreense.

#### 9. TLHAHISOLESSEDING YA HAO LE YA SEPHIRI

##### 9.1

Ke dumela hore Identity e ka kopa le ho amohela tlhahisoleseding efe kapa efe ya ka ya sephiri le ya bareki ho tswa ho biro efe kapa efe ya dimekitlane, rejistareng e nngwe kapa ho motho ya ka thoko ka nako efe kapa efe, ho kenyeletswa ho kopa dintlha tsa tsa mekitlane ho biro le ho netefatsa hore tumelo ena e kenyeletsa hape le tlhahisoleseding e jwalo e se ntse e amohetswe ke Identity. Identity hape e ka aroellana ka tlhahisoleseding ena ya sephiri le ya moreki ya mekitlane (ho kenyeletswa tlhahisoleseding e mabapi le ho se ikamahanye le ditlameho tsa ka tlasa Tumellano ya ka) mmoho le tlhahisoleseding efe kapa efe e mabapi le Akhaonto ya ka, ho kenyeletswa Kopo ya ka, ho bulwa le ho kwalwa ha Akhaonto ya ka, le mofani ofe kapa ofe le biro ya mekitlane bakeng sa, hara dintho tse ding, merero ya dibiro tse jwalo tsa mekitlane ya ho arolelana ka tlhahisoleseding e jwalo le bafani ba bang ba mekitlane ba ka bang teng ba kamoso le dibiro tsa mekitlane. Ke utlwisisa hape hore biro ya mekitlane e fana ho bafani ba mokitlane ka profaele, le mohlomong hape dintlha tsa ka tsa bokgoni ba mekitlane, ka ho ipapisa le tlhahisoleseding eo Identity e e arolelang le biro e jwalo.

##### 9.2

Ke utlwisisa tlhahisoleseding ya ka ya sephiri le ya moreki ya mekitlane e ka sebediswa ke Identity bakeng sa dipapatso tsa merabaka le merero e meng ya tlatsetso le bakeng sa tekolo ya kotsi le manollo

le ho aba dintlha le bakeng sa mabaka a akaretsang a kgwebo ya. Ka kopo bona Leno la Sephiri la rona bakeng sa tlhahisoleseding e eketsehileng.

## 10. DIBIRO TSA MEKITLANE

### 10.1

Identity e ka hlalisa tlhahisoleseding ya ka ya sephiri le ya moreki ya mekitlane jwalo ka ha ho hlakisitswe ka hodimo mona, ho dibiro tsa mekitlane tse latelang:

#### 10.1.1

##### Compuscan

Mohala: +27 (0)21 888 6000

Fekse: +27 (0)21 883 2336

Imeile: info@compuscan.co.za

Aterese ya Sebaka: Chenin House, Brandwacht Office Park, Trumali Road, Stellenbosch, South Africa

Aterese ya Poso: PO Box 1028, Stellenbosch, 7599, South Africa

#### 10.1.2

##### Experian

Mohala: +27 (0)11 799 3400 or 086 110 5665

Fekse: +27 (0)11 707 6700/6786

Imeile: info@experian.co.za kapa morpheus@experian.co.za

Aterese ya Sebaka: Experian House, The Ambridge Office Park, Vrede Avenue, Bryanston, South Africa

Aterese ya Poso: PO Box 98183, Sloan Park, 2152, South Africa

#### 10.1.3

##### TransUnion

Mohala: 0861 482 482

Fekse: +27 (0)11 388 2454

Imeile: creditbureau@transunion.co.za

Aterese ya Sebaka: Wanderers Office Park, 52 Corlett Drive, Illovo, South Africa

Aterese ya Poso: PO Box 4522, Johannesburg, 2000, South Africa

#### 10.1.4

##### XDS

Mohala: +27 (0)11 645 9100

Fekse: +27 (0)11 484 6588

Imeile: info@xds.co.za

Aterese ya Sebaka: 11-13 Oakhurst Building, 3rd Floor, West Wing, St Andrews Road, Parktown, Johannesburg, South Africa

Aterese ya Poso: PO Box 30987, Braamfontein, 2017, South Africa

#### 10.1.5

South African Fraud Prevention Services

Mohala wa thuso: 0860 101 248

Mohala: +27 (0)11 867 2234

Fekse: +27 (0)11 867 2315

Imeile: safps@safps.org.za

Aterese ya Sebaka: Block 5 Meyersdal Office Park, 65 Phillip Engelbrecht Street, Meyersdal, 1448, South Africa

Aterese ya Poso: PO Box 2629, Alberton, 1450, South Africa

le dibiro tse ding tsa mekitlane tseo Identity e ka sebedisanang le tsona nako le nako.

## 10.2

Ke utlwisisa hore ka nako efe kapa efe nka ikopanya le biro ya mekitlane mme ka kopa hore ke senolelwe tlhahisoleseding ya ka ya bareki. Ho feta mona nka hanyetsa tlhahisoleseding efe kapa efe e tshwerweng ke biro ya mekitlane eo ke dumelang hore ha e a nepahala.

## 10.3

Identity hape a ka fana ka tlhahisoleseding ya ka ya sephiri le ya moreki ya mekitlane le ditlwaello tsa ho etsa ditheko ho dikhampani tse sebeletsanang le yona kapa makalana kapa mang kapa mang ya amehang mabapi le thibelo le tshireletso kgahlanong le tlolo ya molao.

## 10.4

Ke utlwisisa hore ho latela diphelelo tsa molao wa Afrika Borwa wa thibelo ya phetolelo ya tjelele e tswang mesebetsing ya botlokotsebe hore e amohelehe, Identity e na le tlameho ya ho tlaleha dikgwebisano tse belaetsang kapa tse sa tlwaelehang tse amang diketso tse seng molaong ho latela ditlameho tse behilweng hodima dikgwebo mabapi le taba ena.

## 11. PUSETSO YA THEPA E REKILWENG

### 11.1

Dipusetso le Diphapanyetsano

Identity e tla ntumella ho kgutlisa kapa ho fapanyetsana ka thepa e rekilweng nakong ya matsatsi a 30 ho tloha letsatsing la theko ha feela:

#### 11.1.1

Invoese ya pele kapa rasiti ya mpho e fanwa jwalo ka bopaki ba theko ha thepa e busetswa.

#### 11.1.2

Tekete (swing) ya theko e sa ntse e hoketswe.

### 11.1.3

Ntho eo ha e a aparwa kapa ho sebediswa.

### 11.1.4

Ntho eo e sa ntse e le boemong le pakaneng ya yona e ntjha.

### 11.1.5

Ntho e rekisitsweng mmoho dimpho tsa promoushene di kgutliswa mmoho le mpho ya tsona.

### 11.1.6

Ntho e kgutlisetswa naheng eo e rekilweng ho yona.

## 11.2

Dipuseletso tsa tjhelete

Identity e tla dumella pusetso e feletseng ka mokgwa o neng o sebedisitswe wa theko kapa e kenye tjhelete Akhaontong ya Identity haeba:

### 11.2.1

Ditlhoko tsohle tse boletsweng karolong ya 11.1 ka hodimo mona di phethahaditswe.

### 11.2.2

Monga kredite karete le karete e amehang ba le teng bakeng sa pusetso ya kredite karete.

### 11.2.3

Ha ho pusetso e tla sebetswa boemong ba ha rasiti ya mpho e fanwa ntle le haeba invoese ya pele le yona e fanwa ka nako e le nngwe.

## 11.3

Leha ho le jwalo, ka hodimo ho ho phethisa dipehelo tse karolong ya 11.1 le 11.2, ke lemoha hore:

### 11.3.1

Mabenyane, diwatjhe (tse nang le tiisetso ya thepa) le dikokoloso di tlameha kgutlisetswa lebenkeleng le nang le mabenyane a bobebe nakong ya matsatsi 14.

### 11.3.2

Diaparo tsa ho sesa di tlameha hore di be le seterepe sa tshireletso se sa ntseng se hoketswe ho tsona.



### 11.3.3

Diselefounu di tlameha ho kgutlisetswa lebenkeleng le nang le khaontara ya diselefounu mme di tla laolwa ke Leano la Dipusetso tsa Thepa la MTN.

### 11.3.4

Ditlolo le diphefume tsohle di tlameha ho kgutlisetswa lebenkeleng le nang le lefapha la ditlolo le rekisang mofuta oo wa setlolo.

## 11.4

Tse sa kgutlisweng

Ha ho diaparo tsa kahare, dikarete tsa dimpho, moya wa selefounu wa "prepaid" kapa mabenyane a hlabang mmele (ho kenyeletswa masale) tse tla dumellwa.

## 11.5

Thepa e Senyehileng

Thepa e nang le diposo tsa femeng e tla buseletswa tjhelete ka thabo kapa e fapanyetsanwe ka thepa e nngwe haeba:

### 11.5.1

Thepa e jwalo e kgutlisetswa ho Identity nakong ya dikgwedi tse tsheletseng (6) kamora hore ke e amohele.

### 11.5.2

Bopaki ba theko bo ka fanwa.

### 11.5.3

Thepa e kgutlisetswa naheng eo e rekilweng ho yona.

### 11.5.4

Thepa e sebedisetswe morero oo e o etseditsweng.

### 11.5.5

Ntho eo e tlameha hore e be e hlokometswe ho latela leibole ya ho hlatsuwa/tlhokomelo.

Bakeng sa Leano la Dipusetso le feletseng ka kopo etela [www.identity.co.za](http://www.identity.co.za)

## 12. DITEFISO LE DITJEHO TSA AKHAONTO

### 12.1

Ke utlwisisa hore Identity e tla ntefisa tefiso ya tshebeletso bakeng sa ditjeho tse tlwaelehileng tsa tsamaiso mme hajwale e mpha tokelo ya Ditsiane tsa Tshireletso Kgahlanong le Boqhekanyetsi. Tefiso e lefuwang ka nako e amehang e tla hlakiswa Khoteisheneng le/kapa ke e tsebiswe ka mongolo, mme e debitwe Akhaontong ya ka hang ka selemo. Tefiso ena ha e busetswe mme e tla lefiswa Akhaontong ya ka selemo ka seng ka nako eo e tla lokela ho lefuwa ho Identity ka botlalo. Ka boikgethelo ba Identity tefiso ya selemo le selemo ya tshebeletso e ka eketswa nako le nako ha fela e sa tlo feta moedi o behilweng ke Molao wa Mekitlane wa Naha, haeba ho lokeleha. Tefiso ya tshebeletso ya selemo le selemo e ka behellwa thoko nako le nako ka boikgethelo ba Identity e le nngwe.

### 12.2

Identity e na le tokelo ya ho ntefisa tefiso ya qalo ha ke bula Akhaonto ya ka (tjhelete ya yona e tla bolelwa Khoteisheneng mme e ka lefuwa ke nna e sa le qalong kapa pele ho fapana le hore e kopanngwe balanseng eo ke e kolotang).

### 12.3

Identity e na le tokelo ya ho ntefisetša:

#### 12.3.1

Tefiso ya ho tlotha ke ditefello haeba Akhaonto ya ka e ka salla morao ditefello kapa haeba nka tlotha tumellano ena, mme ditjeho dife kapa dife tsa pokello ya mokitlane tseo Identity e ka bang le tsona ha e phethisa ditlameho tsa ka tsa ditjhelete tlasa tumellano ena ho kenyeletswa ditefiso tsa boramolao tse sa tlo feta tse dumeletsweng ke Molao wa Babuelli ba Molao, Molao wa Lekgotla le Phahameng, Molao wa Lekgotla la Maserata le Molao wa Pokeletso ya Mekitlane. Ditefiso, ditefello le ditjeho tsena di ke ke tsa phahama ho feta ka moo di dumeletsweng ke Molao wa Mekitlane wa Naha, haeba ho lokeleha.

#### 12.3.2

Ditjeho tsohle tse amanang le phetisetso ya Akhaonto ya ka ho lekalana la pokeletso ya mekitlane bakeng sa ho fumana tjhelete e saletseng morao.

### 12.4

Tefiso e ipapisang le tshebeletso e fanweng e ka lefiswa ke Identity le ho debitwa Akhaontong ya ka bakeng sa ditjheke tse fanweng ke nna le ho kgutliswa ke banka ka lebaka lefe kapa lefe kapa bakeng sa didebite otara tse sa sebetswang ke banka ka lebaka la ho hloka tjhelete akhaontong ya banka.

## 13. DIPEHELO TSE DING

### 13.1

Ke kgetha aterese ya ka ya bodulo e boletsweng Khoteisheneng kapa Kopong ya ka (kapa aterese e jwalo e fapaneng e hlalositsweng ke nna ho latela temana ya 13.2) bakeng sa ho amohela tokomane efe kapa efe ya molao. Mabapi le Tumellano ena le dikgwebisano tsohle le Identity, molao wa Afrika Borwa o a sebetsa.

### 13.2

Ke tla tsebisa Identity hanghang mabapi le phetoho efe kapa efe dintlheng tsa ka tsa boikopanyo ho kenyeletswa, mme e seng feela, bakeng sa aterese ya ka ya kgwebo, ya poso kapa ya bodulo, (di)nomoro ya ka ya founu ya lapeng, ya mosebetsi kapa ya selefounu, le aterese ya ka ya imeile.

### 13.3

Haeba ke bile le Akhaonto ya Identity nakong e fetileng mme ka e kwala nakong ya dilemo tse tharo (3) kamora ho etsa kopo ya Akhaonto e ntjha ya Identity, Identity e na le tokelo ya ho hula diphano dife kapa dife tsa promoushene tse hokahaneng le Akhaonto ena e ntjha.

### 13.4

Haeba ke nyetse/tswe ka lenyalo la kopanelo ya dithoto ke netefatsa hore ke fumane tumello ya molekane wa ka ya ho bula Akhaonto ena le ho amohela dikeketso ho Moedi wa Mokitlane le/kapa Moedi wa Mokitlane o sebetsang bakeng sa Akhaonto ya ka.

### 13.5

Identity le makalana afe kapa afe a yona a dumeletsweng e tla ba le tokelo ya ho disa le/kapa ho rekota (di)puisano tsa ka tsa founu kapa selefounu tseo ke di etsang le basebetsi bafe kapa bafe ba yona bakeng sa merero ya thupelo, dipokeletso tsa mokitlane kapa bakeng sa sehopotso sa kamoso.

### 13.6

Lesedi lefe kapa lefe le mabapi le nna leo Identity e ka bang le tokelo ho lona ho latela tumellano ena le ka fumaneha ho moreki ofe kapa ofe ya ka bang teng kapa ya fetiseditsweng ho motho ofe kapa ofe haeba motho ya jwalo a fumane taolo ya Identity.

### 13.7

Nolofaletso kapa nyehlisetso efe kapa efe eo ke e fuweng ke Identity e ke ke ya nkuwa jwalo ka nyahlato ya ditokelo tsa Identity ho latela Tumellano ena ya Mokitlane.

## 14. DIKGANYETSANO LE DITLETLEBO TSA AKHAONTO

### 14.1

Nka nna, ka nako efe kapa efe, ka fetisetsa tletlebo e mabapi le Tumellano ena ho moemedi wa tharollo ya dikgohlano ya fapaneng, lekgotla la bareki kapa kapa fetisetsa kganyetsano e mabapi le Tumellano ena ya Mokitlane ho Monamodi wa Mekitlane, Khomishene ya Naha ya Bareki kapa Molaodi wa

Mekitlane haeba Akhaonto ya ka e butswe Afrika Borwa, kapa setheong kapa bolaoding bofe kapa bofe bo lokelehang kahara naha eo ke butseng akhaonto ya ka ho yona.

Molaodi wa Mekitlane (Ombud) Naha a ka fumanwa ho:

Mohala: 0861 OMBUDS (0861 662837)

Fekse: 086 683 4644

Imeile: [ombud@creditombud.org.za](mailto:ombud@creditombud.org.za)

Aterese ya Sebaka: Fernridge Office Park, 5 Hunter Street, Ferndale, Randburg, South Africa

Aterese ya Poso: PO Box 805, Pinegowrie, 2123, South Africa

Webosaete: [www.creditombud.org.za](http://www.creditombud.org.za)

Molaodi wa Mekitlane Naha a ka fumanwa ho:

Mohala: +27 (0)11 554 2600 or 0860 627 627

Fekse: +27 (0)11 554 2771

Imeile: [info@ncr.org.za](mailto:info@ncr.org.za)

Aterese ya Sebaka: 127 15th Road, Randjespark, Midrand, South Africa

Aterese ya Poso: PO Box 209, Halfway House, 1685, South Africa

Khomishene ya Bareki ya Naha e ka fumaneha ho:

Nomorong ya Karolelano ya Ditjeho (Share Call): 0860 266 786

Fekse: 0861 515 259

Imeile: [ncc@thedti.gov.za](mailto:ncc@thedti.gov.za)

Webosaete: [www.nccsa.org.za](http://www.nccsa.org.za)

## 14.2

Haeba ke ba le kgwao e mabapi le nepahalo ya setatemente sa ka sa kgwedi le kgwedi kapa kganyetsano mabapi le ditheko tsa thepa tse bontshitsweng ho sona, ke tla tsebisa Identity nakong ya matsatsi a 60 ho tloha ka letsatsi leo setatemente se jwalo se fanweng.

## 15. DIKELETSA TSA MEKITLANE

Temana ena e sebetsa feela bakeng sa diakhaonto tse butsweng Afrika Borwa.

Ke netefatsa hore ka nako eo ke etsang kopo ya ka ya Akhaonto ho Identity boemo ba ka ba mekitlane bo ne sa se tlasa tekanyo kapa tlhahlobo ya mekitlane ke moeletsi wa mekitlane jwalo ka ha lebeletswe karolong ya 86 ya Molao wa Mekitlane wa Naha. Ke utlwisisa hore ka nako efe kapa efe nka ikopanya le moeletsi wa mekitlane ho nthusa mabapi le ho laola mekitlane ya ka.

Tshebetso e lokelang ho latelwa ke:

### 15.1

Ho ikopanye le moeletsi ofe kapa ofe wa mekitlane.

### 15.2

Ho lefa tefiso e lokelang le ho tlatsa foromo e fanweng ho nna ke moeletsi wa mekitlane.

### 15.3

Moeletsi wa mekitlane o tla etsa tlhahlobo ya mekitlane le ho fana ka qeto mabapi le hore na ho etswa ha Phumantsho ena ya Mokitlane ho entswe ka bohlaswa.

### 15.4

Haeba ke ne ke sa imelwa ke mekitlane ka nako eo Phumantsho ya Mokitlane ena e etswang, moeletsi wa mekitlane o tla fedisa tshebetso ya tlhahlobo ya mekitlane mme ditlameho tsa ka ho Identity di tla tswelapele.

### 15.5

Haeba ke ne ke imetswe ke mekitlane ha Phumantsho ena ya Mokitlane e ne e etswa, moeletsi wa mekitlane o tla etsa kgothaletso le ho e fetisetša ho Lekgotla kapa Lekgotlana le amehang bakeng sa hore tumellano e phatlalatswe e bile e bohlaswa.

### 15.6

Haeba ke sa imelwa ke mekitlane, empa moeletsi wa mekitlane a dumela hore ke tla ba le mathata a ho lefa mokitlane wa ka, ke moo moeletsi wa ka wa mekitlane a tla hlahisa hore Identity le nna re sekaseke le ho dumellana ka morero wa tlhophisobotjha ya mokitlane.

## 16. MAHLAKORE LE PHARALLO YA TUMELLANO

### 16.1

Ke utlwisisa hore:

#### 16.1.1

Mofani wa mokitlane ho latela Tumellano ya Mokitlane:

##### 16.1.1.1

haeba ke butse Akhaonto ya ka Afrika Borwa ke Truworths Limited (nomoro ya ngodiso ke 1940/013923/06), e ngodisitsweng jwalo ka mofani wa mekitlane tlasa nomoro ya NCRCP45;

##### 16.1.1.2

haeba ke butse Akhaonto ya ka Namibia ke Truworths (Namibia) Limited (nomoro ya ngodiso ke 492);

##### 16.1.1.3

haeba ke butse Akhaonto ya ka Swaziland ke Truworths (Swaziland) Limited (nomoro ya ngodiso ke 108/1961);

#### 16.1.1.4

haeba ke butse Akhaonto ya ka Botswana ke Truworths (Botswana) Limited (nomoro ya ngodiso ke C02007/5848);

e No. 1 Mostert Street, Cape Town, South Africa (e boletsweng tokomaneng ena e le "Identity").

#### 16.1.2

Ke moreki/moamohedi wa phano ya mokitlane mme diaterese tsa ka di fanwe ke nna Khoteisheneng kapa Foromong ya Kopo kapa tsa fetolwa kamorao ke nna ka ho tsebisa Identity.

#### 16.1.3

Ha ho tjehelete e kileng ya, kapa e hlokehang, ho lefuwa ke nna e le tefo ya qalo (k.h.r. jwalo ka diphositi) ho latela Tumellano ya Mokitlane.

#### 16.1.4

Tumellano ena ya Mokitlane e mabapi le diaparo le thepa ya feshene, ho kenyeletswa mabenyanane, dihlahiswa tsa ditlolo le diselefounu le/kapa dihlahiswa kapa ditshebeletso tse ding, tse hlahositsweng diinvoeseng tse fanweng ho nna kamora ditheko tseo ke di entseng mabenkeleng a Identity le/kapa webosaeteng ya Identity.

#### 16.2

Ke netefatsa hore kena le maemo a molao a ho kenela Tumellano ena.

### 17. TEFO E FELETSENG PELE HO NAKO

Ke utlwisisa hore ka nako efe kapa efe nka lefa Tumellano ya ka ya Mokitlane ka botlalo ho Identity pele ho nako e behilweng ka ho lefa Identity tjehelete e feletseng e kolotwang ka letsatsi la tefo e feletseng. Tjehelete e feletseng e tla botjwa ka mokitlane wa sehlooho se sa lefuwang (e leng tjehelete ya balanse e kolotwang e sa kenyeletseng tswala le ditefiso tse ding tse setatementeng sa ka) mmoho le tswala efe kapa efe kapa ditefiso tse ding tse bokellaneng ho fihlela letsatsi la tefo e feletseng.

### 18. PHEDISO YA AKHAONTO KE MOREKI

Ke utlwisisa hore ka nako efe kapa efe nka fedisa Tumellano ya ka ya Mokitlane ho Identity ka ho lefa Identity tjehelete e feletseng (jwalo ka ha ho boletswa ka hodimo mona) e kolotwang ka letsatsi la phediso ya Akhaonto. Haeba ho se tjehelete e jwalo e kolotwang, ke utlwisisa hore ke tlameha ho tsebisa Identity ka maikemisetso a ka a ho fedisa Tumellano ya Mokitlane.

### 19. MOEDI WA MOKITLANE LE/KAPA DITEKANYO TSA MOEDI WA AKHAONTO KE MOREKI

Ke utlwisisa hore ka tsebiso ya mongolo ho Identity nka fokotsa ka nako efe kapa efe Moedi wa Mokitlane le/kapa Moedi wa Akhaonto o sebetsang bakeng sa Phumantsho ya Mokitlane ya ka, kapa ka

ipehela Moedi wa Mokitlane le/kapa Moedi wa Akhaonto oo ke ikemiseditseng ho o amohela Phumantshong ya Mokitlane.

## 20. DIHLOMATHISO TUMELLANONG

Identity, kamora ho fuwa tsebiso ya bonyane matsatsi a 5 (hlano) a kgwebo e ka fetola ditlhoko le dipheho tsena ha feela dipheho tse jwalo di fokotsa boikarabello b aka tlasa Tumellano ya Mokitlane le Truworths, le/kapa ho eketsa ka ho iketsa Moedi wa Mokitlane o sebetsang bakeng sa Phumantsho ya Mokitlane ya ka hang ka selemo haeba ke kgethile ho etsa jwalo. Dipheho dife kapa dife tse ding Tumellanong ya ka ya Mokitlane di tla etswa ka tumellano ya mahlakore bobedi dipakeng tsa ka le Identity mme e tla rekotwa ka mongolo.

## 21. TSHIELANO YA MOLAO (CESSION) YA TUMELLANO

Identity e tla ba le tokelo, ntle le tsebo ya ka, ho ka sielala ka molao (fetisa) ditokelo dife kapa dife tsa yona le ho romeletsa (fetisa) boitlamo ba yona ho latela Tumellano ena ya Mokitlane ho motho wa boraro.

## 22. PHATLALATSO E MABAPI LE DITUMELLANO TSE ENTSWENG PELE HO LA 1 PHUPTJANE 2007

Haeba Tumellano ya Mokitlane ya ka e kenetswe pele ho la 1 Phuptjane 2007 ho rekotwa hore hobane mokitlane o se fanweng ho nna e bile sa sebopeho sa Phumantsho ya Mokitlane e iphetaphetang, tlhahisoleseding e latelang hajwale ha e tsejwe mme ha e kgone ho tsejwa e sa le pele ho nako:

### 22.1

Boleng ba theko ba thepa eo ke tla e rekisetswa ke Identity nakong ya Phumantsho ena ya Mokitlane e iphetaphetang.

### 22.2

Tjhelete ya ditefello tse ding tse boletsweng tokomaneng ena e tla ba karolo ya balanse eo ke e kolotang.

### 22.3

Karolo e amehang ya balanse e kolotwang ke nna e thehang mokitlane wa sehlooho.

### 22.4

Tjhelete ya tswala kapa ditefello tsa tsa ditjhelete tse lefiswang karolong e amehang ya balanse e kolotwang ke nna ho latela temana ya 4 ya tokomane ena.

### 22.5

Sekgahla sa tswala se tla lefiswa, seo ka tlwaelo se tsejwang ka hore ke sekgahla sa selemo le selemo sa tsa ditjhelete, ho latela temana ya 4 ya tokomane ena kapa karolo e amehang ya balanse e kolotwang ke nna.

## 22.6

Matsatsi, palo le ditjhelete tsa diinstolemente tsa kgwedi le kgwedi moo ke tla lefa balanse eo ke e kolotang.

## 23. LENANEO LA TLHAPISO YA BOTSHEPEHI (LOYALTY PROGRAMME)

Beng ba diakhaonto tsohle tse teng hajwale le bakopi bohle ba mokitlane (bakopi ba mokitlane ba laolwa ke ditlhoko le dipheho tse boletsweng kahare mona empa ho sa natswe hore na mokitlane o feela o fanwe kapa tjhe) ba tshwaneleha ka tsela e iketsahallang hore ba ka nka karolo Lenaneong la Tlhapiso ya Botshepehi.

## 24. HO KGAOLWA

Haeba ho etsahala hore e le nngwe kapa ho feta ya dipheho tse tshetsweng ke Tumellano ena ya Mokitlane di fumanwe ka lebaka lefe kapa lefe hofe di hloka matla, ha di molaong kapa ha di phethisehe ka tsela efe kapa efe, tlhokeho e jwalo ya matla, ho se be molaong kapa ho se phethisehe ho jwalo ho ke ke ha ama dipheho dife kapa dife tsa Tumellano ena ya mokitlane, mme di tla nkuwa jwalo ka ha eka peho e jwalo e hloka matla, e seng molaong kapa e sa phethiseheng ha e a ka ya tloha e kenyeditswe, mme Tumellano ya Mokitlane e tla phethahatswa ka tsela e atametseng kgonahalo ka hohle ka moo ho ka bang ka teng ho latela ditlhoko le maikemisetso a hona a qalong.

## 25. PHATLALATSO HO LATELA MOLAO WA TSHIRELETSO YA BAREKI

Identity e sebetsa Afrika Borwa jwalo ka moemedi wa Hollard Life Assurance Company Limited le Hollard Life Insurance Company Limited kgothaletsong le phanong ya Inshoreense ya Tshireletso ya Balanse ya Akhaonto le Inshoreense ya Selefounu ka tlhahlamano. E fana mona ka tlhahisoleseding e jwalo ya tlatsetso e sa bolelwang ka hodimo mona, jwalo ka ha ho hlokeha ho latela karolo ya 27 ya Molao wa Tshireletso ya Bareki le molawana wa 9 wa Melawana e fanweng teng.

Identity e ka fumanwa ka:

Mohala: +27 (0)21 460 2400

Aterese ya Poso: PO Box 4775, Cape Town, 8000, South Africa

Fekse: +27 (0)21 460 7277

Imeile: [services@identity.co.za](mailto:services@identity.co.za)

Moofisiri wa Identity wa dikamano le setjhaba ke Reon Smit, eo ho ka ikopanngwang le yena ho +27 (0)21 460 7911.

ID/TC/IK/06/2021



Identity Retailing (Pty) Ltd: Inombolo yokubhaliswa 1965/001234/07 (uma i-akhawunti yami yavulwa eNingizimu Afrika); i-Identity, ingxenye ye-Truworths (Namibia) Limited: Inombolo yokubhaliswa 492 (uma i-akhawunti yami yavulwa eNamibia); i-Identity, ingxenye ye-Truworths (Swaziland) Limited: Inombolo yokubhaliswa 108/1961 (uma i-akhawunti yami yavulwa eSwazini); nase-Identity, ingxenye ye-Truworths Botswana (Pty) Limited: Inombolo yokubhaliswa CO2007/5848 (uma i-akhawunti yami yavulwa eBotswana)

No. 1 Mostert Street, Cape Town, South Africa (kusukela lapha ebizwa ngokuthi "i-Identity")

IMIGOMO NEMIBANDELA YE-IDENTITY YOKUFAKA ISICELO, KANYE NOKUNIKEZWA ISIKWELETU NEYOKUDAYISA

## 1. ISIVUMELWANO SESIKWELETU

### 1.1

Nginyaqonda ukuthi kwenziwe iSivumelwano Sesikweletu, esiyiSikweletu Esivuselelwa njalo ("Ukuthenga Ngesikweletu"), phakathi kwami ne-Identity.

### 1.2

ISivumelwano Sesikweletu enginaso ne-Identity simiswe yiFomu Lesicelo Sokuvula I-akhawunti (uma ngagcwalisa futhi ngalisayina leli fomu ("iSicelo") kanye/noma iSitatimende Esandulela ISivumelwano Nesilinganiso ("iSilinganiso") uma sikhona kanye/noma incwadi esayinwe yi-Identity engazisa ukuthi nginikezwe ithuba lokuThenga Ngesikweletu, kanye nemigomo nemibandela echazwe kule ncwadi kanye nanoma yiziphi izichibiyelo zeSivumelwano Sesikweletu ezibhalwe phansi futhi engizivumayo.

### 1.3

Nginyaqonda ukuthi imigomo nemibandela esebenza eSivumelwaneni sami Sesikweletu kanye nokudayiswa kwezimpahla yi-Identity ngazo zonke izikhathi izoba ngaphansi kwemibandela yoMthetho Wezikweletu Kazwelonke onguNombolo 34 wezi-2005 ("Umthetho Wezikweletu Kazwelonke") kanye noMthetho Wokuvikelwa Kwabathengi onguNombolo 68 wezi-2008 ("Umthetho Wokuvikelwa Kwabathengi") uma kunesidingo nanoma yiziphi izimiso zomthetho ezithintekayo, futhi uma kuba khona ukungqubuzana phakathi kwanoma yimuphi umthetho nale migomo nemibandela umthetho yiwona ozonqoba.

## 2. UMKHAWULO WESIKWELETU, UMKHAWULO NOKWENYUSWA KWE-AKHAWUNTI

### 2.1

UMkhawulo Wesikweletu

Isikweletu Sami ("I-akhawunti" yami) izonikezwa umkhawulo wesikweletu ophezulu ("Umkhawulo Wesikweletu") njengoba unqunywe yi-Identity, futhi ngokuvumelana nezidingo zoMthetho Wezikweletu Kazwelonke eNingizimu Afrika, kanye nemibandela yemithetho ethintekayo efanele kwamanye amazwe. Lo Mkhawulo Wesikweletu uzobhekelela umholo wami wanyanga zonke osala ngemva kokudonswa kwazo zonke izindleko zasendlini emholweni wami wanyanga zonke ("Amandla Okukhokha"),

engizowunika i-Identity ngesikhathi sokuhlaziywa kwaMandla Okukhokha. Nginyaqonda ukuthi i-Identity ngokombono wayo ingenyusa lo Mkhawulo Wesikweletu okwesikhashana ngenxa yesicelo sami ukuze ngikwazi ukuthenga izimpahla ezithile ebeziyokwenza ukuba ngeqele ngalé kwalo Mkhawulo Wesikweletu. Nginyaqonda ukuthi uMkhawulo Wesikweletu obusebenza ngaphambi kokwenyuswa kwesikhashana uyophinde usebenze futhi uma ibhalansi engiyikweletayo kwi-Akhawunti yami isingaphansi kwalowo Mkhawulo. I-Identity ingase yenyuse Umkhawulo Wesikweletu osebenza ku-Akhawunti yami ngemvume yami noma ngesicelo sami, kodwa ngemva kokucabangela izidingo zoMthetho Wezikweletu Kazwelonke, uma uthinteka. Ngaphezu kwalokho, uMkhawulo Wesikweletu sami ungenyuswa ngokuzenzekelayo njalo ngonyaka, inqobo nje uma ngivumile ukuthi kwenziwe ukwenyuswa okunjalo ngokuzenzekelayo. Nginyaqonda ukuthi kufanele ngitshale i-Identity uma aMandla ami Okukhokha eshintsha (eba bucyayi) ngemva kokuhlaziywa kokuqala kwaMandla Okukhokha ngesikhathi uMkhawulo Wesikweletu sami unqunywa okokuqala.

## 2.2

### UMkhawulo We-akhawunti

Nginyaqonda ukuthi ngokombono wayo i-Identity inganginika uMkhawulo We-akhawunti ("uMkhawulo We-akhawunti") ngenani eliphansi kunoMkhawulo Wesikweletu engiwubekelwe okukhulunywa ngawo esigabeni 2.1 ngenhla. Lo Mkhawulo We-akhawunti ngizowunikwa, ukhushulwe futhi wehliswe ngezikhathi ezithile ngokombono we-Identity futhi usekelwe endleleni engiyisingatha ngayo i-Akhawunti yami. Nginyaqonda ukuthi i-Identity ngokombono wayo ingenyusa uMkhawulo We-akhawunti okwesikhashana ngenxa yesicelo sami, ukuze ngikwazi ukuthenga izimpahla ezithile ebeziyokwenza ukuba ngeqele ngalé kwalo Mkhawulo Wesikweletu. Nginyaqonda ukuthi uMkhawulo We-akhawunti obusebenza ngaphambi kokwenyuswa kwesikhashana uyophinde usebenze futhi uma ibhalansi engiyikweletayo kwi-Akhawunti yami isingaphansi kwalowo Mkhawulo.

## 3. IKHADI NEZINHLELO ZOKUKHOKHA

I-Identity izongithumelela ikhadi lokuthenga ("iKhadi" lami) elizoba umthwalo wami. Uma iKhadi lami lilahleka noma lintshontshwa, ngizotshela isitolo se-Identity esiseduze ngokushesha noma ngishaye i-Customer Services Helpline kule nombolo +27 (0)21 460 2300. Ngingalisebenzisa iKhadi lami ukuthenga izimpahla ngezinhlelo zokukhokha ezihlukene ezitholakala ezweni lapho i-Akhawunti yami yavulwa khona nezisebenza kulezo zimpahla njengoba kunqume i-Identity ngokombono wayo ngesikhathi sokuthenga.

## 4. INZALO

### 4.1

#### Izinga Okuvunyelwana Ngalo

Kuze kube yilapho izinga lenzalo selishintshiwe ngokwendlela echazwe ngezansi, inzalo izofakwa kuzo zonke izinhlelo zokukhokha engizisebenzisayo ngokwezinga elichazwe eSilinganisweni, noma uma kungama-akhawunti avulwe ngaphambi kuka-1 Juni 2007, ngezinga elisebenza kuma-akhawunti anjalo ("iZinga Okuvunyelwana Ngalo"). IZinga Okuvunyelwana Ngalo alisoze ledlule izinga eliyinkomba elisebenzayo elichazwe ngezansi.

## 4.2

### Izinga Eliyinkomba

Nginyaqonda ukuthi uma ngivule i-Akhawunti yami eNingizimu Afrika, i-Identity ikhethhe iZinga Lenzalo Ephezulu elibekwe uMthetho Wezikweletu Kazwelonke, noma umthetho i-Usury Act kuma-akhawunti avulwa ngaphambi kuka-1 Juni 2007, njengezinga eliyinkomba ngenjongo yokunquma iZinga Okuvunyelwana Ngalo elisebenza kwi-Akhawunti yami. Nginyaqonda ukuthi uma ngivule i-Akhawunti yami ngaphandle kwaseNingizimu Afrika izinga eliyinkomba liyoba yizinga eliphezulu elinqunywe umthetho ofanele wezwe lapho i-Akhawunti yami yavulwa khona.

## 4.3

### Ukuhlukahluka EZingeni Okuvunyelwana Ngalo

Nginyaqonda ukuthi i-Akhawunti yami inezinga lenzalo elihlukahlukayo, okusho ukuthi iZinga Okuvunyelwana Ngalo liyohlukahluka ngezikhathi ezithile ngokuvumelana ngokuqondile nezinguquko ezisebenza ezingeni eliyinkomba. IZinga Okuvunyelwana Ngalo elisebenza ezinhlelweni zokukhokhela i-Akhawunti yami liyohlukahluka ngokuqondile ngezikhathi ezithile ngokuvumelana nezinguquko ezisebenza kula mazinga ayinkomba. Ezinsukwini ezingama-30 zebhizinisi zanoma yikuphi ukuhluka okunjalo, i-Identity iyongazisa ngencwadi ngalokho kuhlukahluka, okuyoba ngobuhlobo obungaguquququki oququkwani olusebenza ezingeni eliyinkomba.

## 4.4

### Inzalo Eyisaphulelo Noma Echithiwe

Nginyaqonda ukuthi iZinga Okuvunyelwana Ngalo ngokombono we-Identity lingehliselwa ezingeni lenzalo eliphansana noma lichithwe ngokombono we-Identity ohlelweni lokukhokha lwezinyanga eziyisithupha (6) noma eziyishumi nambili (12) kanye nezinye izinhlelo zokukhokha uma ngiye ngazihlinzekwa ngokombono we-Identity.

## 4.5

### Ukuvimbela Inzalo Kuma-akhawunti Asilele

Nginyaqonda ukuthi inzalo ibalwa ngokwesilinganiso sebhalaansi yansukuzonke engiyikweleta kwi-Akhawunti yami ngezikhathi ezithile futhi nginganciphisa inzalo efakwa kwi-Akhawunti yami ngokukhokha lonke inani ngesikhathi ngosuku lokukhokha olubhalwe eSitatimendeni sami Se-Akhawunti sanyanga zonke. Nginyaqonda ukuthi uma ngingakhokhi ngalolo suku olunqunyiwe, kuyonezelwa inzalo ethe xaxa kwi-Akhawunti yami ngoba iyobalwa ngokwesilinganiso sebhalaansi yansukuzonke engiyikweletayo eyobe ingancishiswanga ngoba ngiyobe ngingakhokhanga ngosuku olunqunyiwe.

## 4.6

### Ukukhokha Inzalo

Inzalo ikhokhiswa kwi-Akhawunti yami ngale ndlela:

#### 4.6.1

Ngiyaqonda ukuthi uma ngikhokhela i-Identity ibhalansi engiyikweletayo (ngamanye amagama, lonke inani lebhhalansi esele) ngosuku okufuneka ngalo inkokhelo noma ngaphambi kwalo njengoba lubhalwe esitatimendeni sami sanyanga zonke, akukho nzalo engizoyikhokhiswa.

#### 4.6.2

Ngiyaqonda nokuthi uma ngingalikhokhi inani elifunekayo (okuwukuthi, ukukhokha ngamancozuncozu kwananga zonke) e-Identity noma uma ngikhokha inani elingaphansi kwelifunekayo e-Identity ngosuku lokukhokha, inzalo izonezelwa ngesikhathi esiphakathi kwezinsuku zesitatimende senyanga edlule nesitatimende samanje ngendlela echazwe esigabeni 4.6.4 ngezansi engeqeli ngalé kweZinga Lenzalo Ephezulu enqunywe ngokuvumelana nesigaba 4.6.5 ngezansi, futhi ngingase ngithole ezinye izinhlawulo eziyisibopho.

#### 4.6.3

Ngiyaqonda nokuthi uma ngikhokha inani elifunekayo kuphela (okuwukuthi inani lokukhokha ngamancozuncozu kwananga zonke) e-Identity, inzalo izonezelwa ngesikhathi esiphakathi kwezinsuku zesitatimende senyanga edlule nesitatimende samanje ngendlela echazwe esigabeni 4.6.4 ngezansi ngeZinga Okuvunyelwene ngalo okukhulwa ngalo esigabeni 4.1 ngenhla.

#### 4.6.4

Inzalo ibalwa nsukuzonke ngesisekelo esilula ngokusebenzisa le ndlela: ibhalansi oyikweleta kwi-Akhawunti ihlukaniswa ngesibalo sezinsuku onyakeni, bese iphindaphindwa ngezinga lenzalo esebenzayo ngokuvumelana neSivumelwano sami Sesikweletu, ukuze kutholwe inzalo engiyikweleta usuku nosuku. Inzalo yansuku zonke enqunywa ngale ndlela iyahlanganiswa ngesikhathi esiphakathi kwezinsuku zesitatimende senyanga edlule nesitatimende samanje bese inezelwa kwibhalansi engiyikweleta kwi-Akhawunti ngosuku lwesitatimende samanje senyanga.

#### 4.6.5

UMthetho Wezikweletu Kazwelonke yiwona onquma iZinga Eliphezulu Lenzalo engafakwa ngokuphathelene ne-repo rate, enqunywa ngezikhathi ezithile yiBhange-ngodla laseNingizimu Afrika.

## 5. IZITATIMENDE, UKUKHOKHA NOKUPHUTHA UKUKHOKHA

### 5.1

#### Izitatimende

I-Identity izothumela ekhelini leposi elikhethwe eSilinganisweni noma eSicelweni, noma ekhelini elinjalo elishintshile engazise i-Identity ngalo, isitatimende se-akhawunti sanyanga zonke phakathi esiyochaza kolunye ulwazi ibhalansi engiyikweletayo ngosuku lokukhishwa kwesitatimende, imali yokukhokha ngamancozuncozu kwananga zonke, inani lenzalo okufanele ngilikhokhe, imali okufanele ikhokhwe kanye nosuku olunqunyiwe lokukhokha. Ibhhalansi engiyikweletayo ifaka izindleko zezinto engizithenge

nge-Akhawunti yami ezibonakala kuma-invoice engiwanikwe ngesikhathi ngithenga, kanye nanoma iyiphi inzalo evunyelwe nokuvunyelwene ngayo, izinhlawulo zokwenza umsebenzi, izinhlawulo zezinsizakalo, imali yomshuwalense, izindleko zokuphutha ukukhokha kanye nezindleko zokulandelelwa kwesikweletu okungenzeka zifakwe kwi-Akhawunti yami ngaphandle kwanoma iyiphi inkokhelo eyenziwe noma izinkokhelo ezifakwe kwi-Akhawunti yami. Inani okufanele likhokhwe yinani lokukhokha ngamancozuncozu kwanyanga zonke (elinqunywa ngokwezinhlelo zokukhokha ezisebenza kwi-Akhawunti yami) kanye nanoma imaphi amanani asilele kanye nenzalo nezinhlawulo ezivunyelwe ezifakiwe.

## 5.2

### Izinkokhelo

#### 5.2.1

Ngiyavuma ukuthi izinkokhelo ze-Akhawunti yami zingenziwa kuphela ezweni lapho i-Akhawunti yami yavulwa khona. Ngiyavuma ukukhokhela i-Identity inkokhelo efuneka inyanga ngayinye, engacaziwe noma yancishiswa, ngosuku okufuneka inkokhelo ngalo noma ngaphambi kwalokho futhi ngiyaqinisa ukuthi ngeke ngibe nelungelo lokunezela imibandela kunoma iyiphi inkokhelo engiyenza e-Identity. I-Identity izofaka inkokhelo ngayinye engiyenza kwi-Akhawunti yami ngosuku ethola ngalo leyo nkokhelo ngale ndlela: okokuqala ukuvala noma yiziphi izinhlawulo zenzalo ezifunekayo noma ezingakhokhiwe, okwesibili ukuvala izinkokhelo ezifunekayo noma ezingakhokhiwe, izindleko noma izinhlawulo kanti okwesithathu ukunciphisa inani lesikweletu esikhulu.

#### 5.2.2

Ngizoba nethuba lokukhetha, uma ngine-akhawunti yokonga, ye-transmission noma yamasheke, ukufaka isicelo se-debit order yenkokhelo efuneka e-Identity inyanga ngayinye. I-debit order izosho ukuthi inkokhelo kufanele idonswe nganoma iluphi usuku lwenyanga engilukhethile. I-Identity iyaligodla ilungelo lokwethula kabusha i-debit order yenkokhelo ebhange lami ngisho nangezinsuku engingazishongo kwi-debit order kuze kube yilesa sikhathi lapho sengihlangabezane nezibopho zami.

## 5.3

### Ukuphutha Ukukhokha Nokuchithwa Kwesivumelwano

#### 5.3.1

Ngiyavuma ukuthi ngiyobe ngiphuthe ukukhokha kulesi sivumelwano uma:

##### 5.3.1.1

Ngihluleka ukukhokha okungenani ama-90% wemali efunekayo ngosuku olunqunyiwe.

##### 5.3.1.2

Ngemva kwalokho i-Akhawunti yami iqhubeka isilela izinsuku ezingaphezu kwezingama-30 zilandelana okuyokwenzeka ngaphandle uma ngikhokha okungenani ama-90% wenani elifunekayo ngosuku olulandelayo olunqunyelwe ukukhokha.

### 5.3.2

Ukuhluleka kwami ukuthobela imibandela yalesi sivumelwano noma uma ngemukwa impahla yami uma ngifa noma ngingazikhokheli izibopho zami ne-Identity njengoba kuchazwe ngenhla esigabeni 5.3.1, lapho-ke:

#### 5.3.2.1

Wonke amanani engiwakweleta i-Identity angafuneka ngokushesha futhi kufanele akhokhwe.

#### 5.3.2.2

I-Identity ingayihoxisa i-Akhawunti yami Yesikweletu.

#### 5.3.2.3

I-Identity inganciphisa uMkhawulo Wesikweletu kanye/noma uMkhawulo We-akhawunti ngaphandle kokungazisa.

### 5.3.3

Ngokukhipha isaziso sezinsuku ezingama-20 zomsebenzi, i-Identity ingabuye ivale i-Akhawunti yami Yesikweletu futhi ngokuvumelana nemibandela efanele yoMthetho Wezikweletu Kazwelonke, uma uthinteka, ingafuna inkokhelo ngaleso sikhathi yebhalansi engiyikweletayo kwi-Akhawunti yami.

## 6. UKUTHENGA OMAKHALEKHUKHWINI

### 6.1

Omakhalekhukhwini nezinto zomakhalekhukhwini ezithengwa nge-Akhawunti yami yase-Identity ziyovunyelwa kuphela ngemva kwezinyanga eziyisithupha (6) kusukela osukwini lokuvula i-akhawunti futhi uma kunempahla yase-Identity ebithengwa njalo ngaleyo akhawunti.

### 6.2

Ngokwezinga elivunyelwe umthetho, uma kusenenani engilikweletayo lomakhalekhukhwini othengiwe kwi-Akhawunti yami yase-Identity, i-Identity ingakhipha umyalelo oya kumhlinzeki wezinsizakalo zikamakhalekhukhwini wokuba uvalwe uma imali efuneka kwi-Akhawunti yami ingakhokhwanga ngosuku olunqunyiwe lokukhokha. Uma izimali ezisilele sezikhokhiwe zonke umakhalekhukhwini othengwe nge-Akhawunti yami yase-Identity ungavulwa uma ngifaka isicelo esihambisana nenkokhelo yokuvulwa kwawo engase ifunwe umhlinzeki wezinsizakalo zikamakhalekhukhwini.

### 6.3

Omakhalekhukhwini bangathengwa kuphela ngohlelo olufaka inzalo lwezinyanga eziyisithupha (6).

#### 6.4

Ngiyavuma ukuthi omakhalekhukhwini nezinsiza zamaselula zizodayiswa kuphela ezitolo ezithile nasemazweni athile anqunywa ngokombono we-Identity.

### 7. UKUTHENGA NGE-AKHAWUNTI YAMI OKUNGAGUNYAZIWE

Ngiyaqonda ukuthi omunye wemihlomulo enginayo njengamanje ngokukhokha inhlawulo yezinsizakalo yaminyakayonke uMhlomulo Wokuvikelwa Emgunyathini. Umhlomulo Wokuvikelwa Emgunyathini ungivikela ekusetshenzisweni okungagunyaziwe kanye/noma ukuthenga ngomgunyathi nge-Akhawunti yami. Uma ngikubikile ukuthenga okunjalo, i-Identity ngeke ingithwese icala, ngaphandle uma isiginesha yami ikhona ku-invoice noma kunobunye ubufakazi bokuthenga noma i-Identity ingabonisa ukuthi yimina ogunyazile noma obethenga.

### 8. UMSHUWALENSE WOKUVIKELA IBHALANSI YE-AKHAWUNTI

I-Identity ngokombono wayo ingenza ukuba uMshuwalense Wokuvikela Ibhalansi Ye-akhawunti ube yisibophu sokuvula i-Akhawunti yase-Identity. Kulesi simo ngingasebenzisa ilungelo lami lokuthatha esikhundleni soMshuwalense Wokuvikela Ibhalansi Ye-akhawunti yase-Identity eyami ipholisi efanayo, uma nje ngizoveza ubufakazi obanelisa i-Identity bokuthi i-Identity ibhaliswe njengendlalifa yepholisi yami.

Uma nginoMshuwalense Wokuvikela Ibhalansi Ye-akhawunti yase-Identity ngiyavuma ukuboshwa yimigomo nemibandela yepholisi yomshuwalense othintekayo etholakala lapho ngithenga kanye nakwiwebhusayithi ye-Identity. I-Identity izodonsa kwi-Akhawunti yami nyanga zonke imali okufanele ikhokhwe ngokuvumelana nemibandela yoMshuwalense Wokuvikela Ibhalansi Ye-akhawunti. Inkampani yomshuwalense izongithumelela isiqinisekiso somshuwalense kanye neminingwane yepholisi.

### 9. ULWAZI OLUYIMFIHLO NOLOMUNTU SIQU

#### 9.1

Ngiyavuma ukuthi i-Identity ingacela futhi ithole noma yiluphi ulwazi oluyimfihlo nezikweletu zami kunoma iyiphi inhlangotho yezikweletu, kwenye irejista noma kwenye indawo nganoma yisiphi isikhathi, kubandakanye nokucela ukuhlaziywa kwezikweletu nesiqinisekiso sokuthi le mvume ihlanganisa ulwazi oselutholwe yi-Identity kakade. I-Identity ingabelana ngalolu lwazi oluyimfihlo nolwezikweletu (kubandakanye nolwazi mayelana nokungazikhokheli kwami izibopho zeSivumelwano sami) kanye nolwazi oluphathelele ne-Akhawunti yami, kubandakanye neSicelo sami, usuku lokuvulwa nokuvalwa kwe-Akhawunti yami, nanoma iyiphi indawo yesikweletu nenhlangotho yezikweletu, phakathi kokunye, ngenjongo yokuba inhlangotho enjalo yezikweletu yabelane ngolwazi olunjalo nabanye abahlinzeki bezikweletu nezinhlangano zezikweletu. Ngiyaqonda ukuthi inhlangotho yezikweletu inikeza abahlinzeki bezikweletu imidanti, kanye nokuhlaziywa kwezikweletu zami, kuye ngolwazi i-Identity elunika inhlangotho enjalo.

#### 9.2

Ngiyaqonda ukuthi ulwazi lwami oluyimfihlo nolwezikweletu lungase lusetshenziswe yi-Identity ngenjongo yokukhangisa nokweseka nokuhlaziya nokubala izingcuphe kanye nezinjongo ezivamile zebhizinisi zakwa-Identity. Sicela ubheke Inqubomgomo yethu Yobumfihlo ukuze uthole ulwazi oluthe xaxa.

## 10. IZINHLANGANO ZEZIKWELETU

### 10.1

I-Identity ingase idalule ulwazi lwami oluyimfihlo nolwezikweletu olushiwo ngenhla, ezinhlanganweni zezikweletu, kubandakanye nezilandelayo:

#### 10.1.1

Compuscan

Ucingo: +27 (0)21 888 6000

Ifeksi: +27 (0)21 883 2336

I-imeyili: info@compuscan.co.za

Ikheli Lomgwaqo: Chenin House, Brandwacht Office Park, Trumali Road, Stellenbosch, South Africa

Ikheli Leposi: PO Box 1028, Stellenbosch, 7599, South Africa

#### 10.1.2

Experian

Ucingo: +27 (0)11 799 3400 or 086 110 5665

Ifeksi: +27 (0)11 707 6700/6786

I-imeyili: info@experian.co.za noma morpheus@experian.co.za

Ikheli Lomgwaqo: Experian House, The Ambridge Office Park, Vrede Avenue, Bryanston, South Africa

Ikheli Leposi: PO Box 98183, Sloan Park, 2152, South Africa

#### 10.1.3

TransUnion

Ucingo: 0861 482 482

Ifeksi: +27 (0)11 388 2454

I-imeyili: creditbureau@transunion.co.za

Ikheli Lomgwaqo: Wanderers Office Park, 52 Corlett Drive, Illovo, South Africa

Ikheli Leposi: PO Box 4522, Johannesburg, 2000, South Africa

#### 10.1.4

XDS

Ucingo: +27 (0)11 645 9100

Ifeksi: +27 (0)11 484 6588

I-imeyili: info@xds.co.za

Ikheli Lomgwaqo: 11-13 Oakhurst Building, 3rd Floor, West Wing, St Andrews Road, Parktown, Johannesburg, South Africa

Ikheli Leposi: PO Box 30987, Braamfontein, 2017, South Africa



### 10.1.5

South African Fraud Prevention Services

Usizo: 0860 101 248

Ucingo: +27 (0)11 867 2234

Ifeksi: +27 (0)11 867 2315

I-imeyili: safps@safps.org.za

Ikheli Lomgwaqo: Block 5 Meyersdal Office Park, 65 Phillip Engelbrecht Street, Meyersdal, 1448, South Africa

Ikheli Leposi: PO Box 2629, Alberton, 1450, South Africa

nezinye izinhlangano zezikweletu i-Identity esebenzelana nazo ngezikhathi ezithile.

### 10.2

Nginyaqonda ukuthi nganoma yisiphi isikhathi ngingaxhumana nenhlangano yezikweletu futhi ngicele ukuba ngitshelwe ngolwazi lwami lwezikweletu. Ngingaphikisa nanoma yiluphi ulwazi oluphethwe yinhlangano yezikweletu engikholelwa ukuthi luyiphutha.

### 10.3

I-Identity inganika izinkampani ezingozakwabo noma amanxusa ulwazi lwami oluyimfihlo nolwezikweletu kanye nemikhuba yami yokuthenga kanye nanoma ubani othintekayo ekuvinjelweni nasekuvikelweni ebugebengwini.

### 10.4

Nginyaqonda ukuthi ngokomthetho wokukhwabaniswa kwemali waseNingizimu Afrika, i-Identity inomthwalo wokubika izinto ezisolisayo noma ezingajwayelekile ezihlanganisa izenzo ezingqubuzana nomthetho ngokuvumelana nezibopho zamabhezini kulolu daba.

## 11. UKUBUYISWA KWEZINTO EZITHENGIWE

### 11.1

Izinto Ezibuyiswayo Nezishintshwayo

I-Identity iyongivumela ukuba ngibuyise noma ngishintshe izinto engizithengile zingakapheli izinsuku ezingama-30 kusukela ngosuku engizithenge ngalo uma:

#### 11.1.1

I-invoice yokuqala noma irisidi yesipho ikhishwa lapho kubuyiselwa utho njengobufakazi bokuthenga.

#### 11.1.2

Likhona ithikithi lenani lentengo (i-swing).

### 11.1.3

Leyo ngubo ingakagqokwa noma ingakasetshenziswa.

### 11.1.4

Leyo ngubo isesimweni sayo sokuqala nasephaketheni layo.

### 11.1.5

Izinto ezithengwe kanye nezipho eziyimitilizo zibuyiswa kanye naleso siph.

### 11.1.6

Leyo ngubo ibuyiselwa ezweni ethengwe kulo.

## 11.2

### Ukubuyiselwa Imali

I-Identity izovumela ukubuyiselwa yonke imali umuntu athenge ngayo ekuqaleni noma ihlelise isikweletu ku-Akhawunti yase-Identity uma:

#### 11.2.1

Kuhlangatshezwane nayo yonke imibandela esesigabeni 11.1.

#### 11.2.2

Umnikazi wekhadi lesikweletu kanye nekhadi elifanele kuvezwa ukuze kubuyiswe imali yekhadi lesikweletu.

#### 11.2.3

Akukho mali ezobuyiswa uma kuvezwa irisidi yesiph ngaphandle uma i-invoice yokuqala ivezwa ngesikhathi esifanayo.

## 11.3

Kodwa-ke, ngaphandle kokufezekisa imibandela yesigaba 11.1 no-11.2, ngiyaqaphela ukuthi:

### 11.3.1

Ubucwebe, amawashi (anegaranti) kanye nezibuko zelanga kufanele zibuyiselwe esitolo emnyangweni wobucwebe bokuhloba zingakapheli izinsuku eziyi-14.

### 11.3.2

Izingubo zokubhukuda kufanele zibe nomdweshu wokuzivala (i-protective strip).

#### 11.3.3

Omakhalekhukhwini kufanele babuyiselwe esitolo etafuleni lomakhalekhukhwini futhi kuzosetshenziswa iNqubomgomo Yokubuyisa Izinto yakwaMTN.

#### 11.3.4

Zonke izimonyo namakha kufanele kubuyiselwe esitolo esinomnyango wezimonyo ogcina lezo zinto.

#### 11.4

Izinto ezingeke zibuyiswe

Akukho ukubuyiswa kwezingubo zangaphansi, amakhadi esipho, umoya kamakhalekhukhwini noma izinto zokuhloba ezibhoboza umzimba (kubandakanye namacici) okuyovunyelwa.

#### 11.5

Izimpahla Ezilimele

Izimpahla ezinamaphutha asefektri ziyohoxiswa esikweletini noma zishintshwe ngenjabulo uma:

##### 11.5.1

Izimpahla ezinjalo zibuyiselwa e-Identity zingakapheli izinyanga eziyisithupha (6) zilethwe kimi.

##### 11.5.2

Kungavezwa ubufakazi bokuthenga.

##### 11.5.3

Izimpahla ezithengiwe zibuyiselwa ezweni ezithengwe kulo.

##### 11.5.4

Izimpahla ezithengiwe zisetshenziselwe injongo yazo.

##### 11.5.5

Leyo nto kufanele ukuthi ibinakekelwe ngokwelebula lokuyiwasha/lokuyinakekela.

Ukuze uthole iNqubomgomo Ephelele Yokubuyiswa Kwezinto sicela uvakashele ku- [www.identity.co.za](http://www.identity.co.za)

## 12. IZINHLAWULO NEZINDLEKO ZE-AKHAWUNTI

### 12.1

Nginyaqonda ukuthi i-Identity izongikhokhisa inhlawulo yezinsizakalo yaminyakayonke yezindleko ezivamile zokunakekelwa kwamaphepha futhi lokhu njengamanje kunginika uMhlomulo Wokuvikelwa Emgunyathini. Imali okufanele ikhokhwe ngesikhathi esinqunyiwe izochazwa eSilinganisweni kanye/noma ngiyithunyelelwe ngencwadi. Le mali ayibuyiswa futhi izodonswa ifakwe ku-Akhawunti yami kanye ngonyaka uma isifuneka kwa-Identity iphelele. Ngokombono we-Identity le nhlawulo yezinsiza yaminyaka yonke ingase yenyuswe ngezikhathi ezithile uma ingeke yeqele ngalé kwenani eliphezulu elishiwo eMthethweni Wezikweletu Kazwelonke, uma kunesidingo. Inhlawulo yezinsizakalo yaminyakayonke ingase ngezikhathi ezithile ichithwe ngokombono we-Identity.

### 12.2

I-Identity iyaligodla ilungelo lokungikhokhisa inhlawulo yokuvulwa kwe-akhawunti uma ngivula i-Akhawunti yami (inani elizochazwa eSilinganisweni futhi okufanele ngilikhokhe kusengaphambi kwesikhathi kunokuba linezelwe ebhalansini engiyikweletayo).

### 12.3

I-Identity iyaligodla ilungelo lokungikhokhisa:

#### 12.3.1

Inhlawulo yokusingatha i-Akhawunti yami uma ikweleta noma uma ngephula lesi sivumelwano, kanye nanoma yiziphi izindleko zokulandelela isikweletu i-Identity engase ingene kuzo lapho ifuna ngifeze izibopho zami zemali ngaphansi kwalesi sivumelwano kubandakanye nezinhlawulo zomthetho ezingeke zeqele ngalé kwalezo ezivunyelwe uMthetho Wabameli, uMthetho Wenkantolo Ephakeme, uMthetho Wenkantolo KaMantshi kanye noMthetho Wabaqoqi Bezikweletu, uma kunesidingo. Lezi zimali, izinhlawulo nezindleko ngeke zibe ngaphezu kwalezo ezivunyelwe uMthetho Wezikweletu Kazwelonke, uma kunesidingo.

#### 12.3.2

Zonke izindleko ezihlobene nokudluliselwa kwe-Akhawunti yami enkampanini eqoqa izikweletu ukuze ifune izimali ezisilele.

### 12.4

Imali yezinsizakalo esekelwe kokwenziwe ingase ikhokhiswe yi-Identity futhi idonswe kwi-Akhawunti yami ngamasheke engiwakhiphile kodwa abuyiswa yibhange nganoma yisiphi isizathu noma ngama-debit order ibhange elingawakhokhi ngenxa yokuntuleka kwezimali.

## 13. IMIBANDELA EHLUKAHLUKENE

### 13.1

Ngikhethe ikheli lami lomgwaqo elishiwo eSilinganisweni noma eSicelweni sami (noma ikheli elihlukile engilishoyo ngokuvumelana nesigaba 13.2) ukuze ngithole kulo izincwadi zomthetho. Ngokuphathelele nalesi Sivumelwano kanye nazo zonke izinto ezithinta i-Identity, kusebenza umthetho waseNingizimu Afrika.

### 13.2

Ngizotshela i-Identity ngokushesha nganoma yiluphi ushintsho lwemininingwane yokuxhumana nami, ebandakanya kodwa engagcini nje ngamakheli ami ebhizinisi, eposi noma omgwaqo, ucingo lwami lwasekhaya, lwasemsebenzini noma lukamakhalekhukhwini, kanye nekheli lami le-imeyili.

### 13.3

Uma ngangine-Akhawunti yase-Identity ngaphambilini kodwa ngayivala eminyakeni emithathu (3) edlule ngafaka isicelo se-Akhawunti entsha yase-Identity, lapho-ke i-Identity inelungelo lokuhoqisa yonke imihlomulo yokuqala ye-Akhawunti entsha.

### 13.4

Uma ngisemshadweni wenhlanganyelo (umshado ohlanganisa amafa) ngiyaqinisa ukuthi ngiyitholile imvume yowakwami yokuvula le Akhawunti nokuvuma ukwenyuswa koMkhawulo Wesikweletu kanye/noma uMkhawulo We-Akhawunti othinta i-Akhawunti yami.

### 13.5

I-Identity kanye nawo wonke amaxusa ewagunyazile ayoba nelungelo lokugada kanye/noma ukurekhoda izingxoxo zami zocingo noma zikamakhalekhukhwini engixoxa kuzo nanoma yibaphi abasebenzi babo ngenjongo yokuqeqesha, ukulandelela isikweletu noma ukusetshenziswa esikhathini esizayo.

### 13.6

Noma yiluphi ulwazi oluphathelele nami i-Identity enelungelo lalo ngokwalesi sivumelwano lunganikwa noma yimuphi umthengi noma ludluliselwe kunoma ubani uma i-Identity idayisela lowo muntu ibhizinisi layo noma uma inkampani enjalo ithola ilungelo lokuphatha i-Identity.

### 13.7

Noma iyiphi inkululeko noma ilungelo engilunikwa i-Identity ngeke libhekwe njengokulahla kwe-Identity amalungelo ayo ngokwalesi Sivumelwano Sesikweletu.

## 14. IZIMPIKISWANO NEZIKHALO ZE-AKHAWUNTI

### 14.1

Nganoma yisiphi isikhathi, ngingase ngiyise isikhalo mayelana nalesi Sivumelwano kwelinye inxusa elingumlamuli, inkantolo yabathengi noma ngiyise ingxabano ngalesi Sivumelwano Sesikweletu ku-Credit Ombud, iKhomishani Labathengi Likazwelonke noma uMlawuli Wezikweletu Zikazwelonke uma i-

Akhawunti yami yavulwa eNingizimu Afrika nakunoma yisiphi isigungu esifanele noma umlawuli ezweni lapho ngavula khona i-Akhawunti yami.

I-Credit Ombud ingathintwa ngale mininingwane:

Ucingo: 0861 OMBUDS (0861 662837)

Ifeksi: 086 683 4644

I-imeyili: ombud@creditombud.org.za

Ikheli Lomgwaqo: Fernridge Office Park, 5 Hunter Street, Ferndale, Randburg, South Africa

Ikheli Leposi: PO Box 805, Pinetown, 2123, South Africa

Iwebhusayithi: www.creditombud.org.za

Umlawuli Wezikweletu Kazwelonke angathintwa ngale mininingwane:

Ucingo: +27 (0)11 554 2600 or 0860 627 627

Ifeksi: +27 (0)11 554 2771

I-imeyili: info@ncr.org.za

Ikheli Lomgwaqo: 127 15th Road, Randjespark, Midrand, South Africa

Ikheli Leposi: PO Box 209, Halfway House, 1685, South Africa

IKhomishana Yabathengi Kazwelonke ingathintwa ngale mininingwane:

Inombolo ye-Share Call: 0860 266 786

Ifeksi: 0861 515 259

I-imeyili: ncc@thedti.gov.za

Iwebhusayithi: www.nccsa.org.za

## 14.2

Uma nginombuzo mayelana nobuqiniso besitatimende sami se-akhawunti sanyanga zonke noma kunempikiswano nganoma yini engiyithengile noma omunye umsebenzi obonakala kuso, ngizokwazisa i-Identity zingakapheli izinsuku ezingama-60 kusukela ngosuku lwaleso sitatimende.

## 15. UKWELULEKWA NGEZIKWELETU

Lesi sigaba sithinta ama-akhawunti avulwe eNingizimu Afrika kuphela.

Ngियाqinisa ukuthi ngesikhathi sokufaka isicelo se-Akhawunti yami yase-Identity isimo sami sezikweletu besingahlaziywa noma sibukezwa ngumeluleki wezezikweletu njengoba kushiwo esigabeni 86 soMthetho Wezikweletu Kazwelonke. Ngियाqonda ukuthi nganoma yisiphi isikhathi ngingathinta umeluleki wezezikweletu ukuze angisize ngokusingatha izikweletu zami.

Inqubo okufanele ilandelwe yilena:

### 15.1

Thintana nanoma imuphi umeluleki wezezikweletu.

### 15.2

Khokha inani elinqunyiwe bese ugqwalisa ifomu olinikwa ngumeluleki wezezikweletu.

### 15.3

Umeluleki wezezikweletu uzohlaziya izikweletu bese enza isinqumo sokuthi ukunikezwa kwale Akhawunti Yesikweletu kwakuwubudedengu yini.

### 15.4

Uma ngangacwilanga ezikweletini ngesikhathi kukhishwa le Akhawunti Yesikweletu, khona-ke umeluleki wezezikweletu angamisa inqubo yokuhlaziya futhi ngizoqhubeka nginecala e-Identity.

### 15.5

Uma ngangicwile ezikweletini ngesikhathi kukhishwa le Akhawunti Yesikweletu, lapho-ke umeluleki wezezikweletu uyokwenza izincomo futhi athumele udaba eNkantolo efanele noma eMkhandlwini ukuze kukhishwe isinqumo sokuthi lesi sivumelwano senziwa budedengu.

### 15.6

Uma ngangacwilile ezikweletini, kodwa umeluleki wezezikweletu ekholelwa ukuthi ngizoba nobunzima bokukhokhela isikweletu sami, lapho-ke umeluleki wezezikweletu angenza izincomo ku-Identity futhi mina ngivuma ngokuzithandela ukuba kwenziwe uhlelo olusha lwesikweletu.

## 16. ABABAMBIQHAZA BESIVUMELWANO NOKUSEBENZA KWASO

### 16.1

Nginyaqonda ukuthi:

#### 16.1.1

Umniki-sikweletu ngokwemibandela yalesi Sivumelwano Sesikweletu:

##### 16.1.1.1

uma ngavula i-Akhawunti yami eNingizimu Afrika i-Truworths Limited (inombolo yokubhaliswa 1940/013923/06), engumhlinzeki wezikweletu obhalisiwe ngaphansi kwenombolo ethi NCRCP45;

##### 16.1.1.2

uma ngavula i-Akhawunti yami eNamibia yi-Truworths (Namibia) Limited (inombolo yokubhaliswa 492);

##### 16.1.1.3

uma ngavula i-Akhawunti yami eSwazini yi-Truworths (Swaziland) Limited (inombolo yokubhaliswa 108/1961);

##### 16.1.1.4

uma ngavula i-Akhawunti yami eBotswana yi-Truworths Botswana (Pty) Limited (inombolo yokubhaliswa CO2007/5848);

yase-No. 1 Mostert Street, Cape Town, South Africa (ebizwa kule dokhumenti ngokuthi "i-Identity").

#### 16.1.2

Ngingumthengi/onikwa isikweletu futhi amakheli ami ngiwanikeze eSilinganisweni noma eSicelweni noma ngawashintsha encwadini engayibhalela i-Identity.

#### 16.1.3

Akukho nani elikhokhiwe noma okufanele likhokhwe yimi njengenkohelo yokuqala (okuwukuthi, idiphozithi) ngokwalesi Sivumelwano Sesikweletu.

#### 16.1.4

iSivumelwano Sesikweletu siphathelene nezingubo zemfashini nezinto ezihambisana nazo, kubandakanye ubucwebe, izimonyo nomakhalekhukhwini kanye/nanoma yimiphi eminye imikhiqizo noma amasevisi, izinto ezichazwe kuma-invoice engiwanikwa ngemva kokuthenga ezitolo zase-Identity kanye/noma kuwebhusayithi yase-Identity.

#### 16.2

Ngियाqinisa ukuthi nginelungelo elingokomthetho lokungena kulesi Sivumelwano.

### 17. UKUQEDA ISIKWELETU NGAPHAMBI KWESIKHATHI

Ngियाqonda ukuthi nganoma yisiphi isikhathi ngingakhokhela iSivumelwano Sesikweletu e-Identity ngaphambi kwesikhathi ngokukhokhela i-Identity inani engilikweletayo ngosuku lokukhokha isikweletu. Inani lokukhokha isikweletu libandakanya inani lesikweletu esikhulu esingakhokhwanga (inani eliyibhalansi engiyikweletayo ngaphandle kwezalo nezinye izinhlawulo ezisesitatimendeni sami) kanye nanoma iyiphi inzalo noma ezinye izinhlawulo ezinqwabelene ngosuku lokukhokha isikweletu.

### 18. UKUVALA KWEKHASIMENDE I-AKHAWUNTI

Ngियाqonda ukuthi nganoma yisiphi isikhathi ngingachitha iSivumelwano Sesikweletu ne-Identity ngokukhokhela i-Identity inani lesikweletu (njengoba kushiwo ngenhla) engilikweleta kwi-Akhawunti yami ngosuku lokuchitha isivumelwano. Uma kungekho nani elinjalo engilikweletayo ngियाqonda ukuthi kumele ngitshele i-Identity ngenhloso yami yokuchitha iSivumelwano Sesikweletu.

### 19. UMKHAWULO WESIKWELETU KANYE/NOMA UMKHAWULO WE-AKHAWUNTI ONQUNYWA YIKHASIMENDE

Ngियाqonda futhi ukuthi ngencwadi eya e-Identity nganoma yisiphi isikhathi nginganciphisa uMkhawulo Wesikweletu kanye/noma uMkhawulo We-Akhawunti othinta i-Akhawunti yami Yesikweletu, noma



ngisho uMkhawulo Wesikweletu kanye/noma uMkhawulo We-akhawunti engizimisele ukuwamukela kule Akhawunti Yesikweletu.

#### 20. IZICHIBIYELO ZESIVUMELWANO

I-Identity ngencwadi ebhaliwe yezinsuku okungenani ezinhlanu (5) zebhizinisi ingashintsha le mibandela nemigomo uma nje ushintsho olunjalo lunciphisa icala lami ngaphansi kweSivumelwano Sesikweletu ne-Identity, futhi/noma lwandisa ngokuzenzekelayo uMkhawulo Wesikweletu othinta i-Akhawunti yami Yesikweletu njalo ngonyaka uma ngikhetha kanjalo. Noma yiluphi ushintsho olunjalo lweSivumelwano Sesikweletu kufanele kuvunyelwane ngalo phakathi kwami ne-Identity futhi lubhalwe phansi.

#### 21. UKUPHELA KWESIVUMELWANO

I-Identity izoba nelungelo, ngaphandle kokungazisa, lokudlulisela noma yimaphi amalungelo ayo nokwabelana nganoma yiziphi izibopho zayo ngokwalesi Sivumelwano Sesikweletu kunoma imuphi omunye umuntu wesithathu.

#### 22. UKUDALULA IZIVUMELWANO EZENZIWE NGAPHAMBI KUKA-1 JUNI 2007

Uma iSivumelwano sami Sesikweletu senziwa ngaphambi kuka-1 Juni 2007 kuyavunywa ukuthi ngenxa yokuthi lesi sikweletu engasinikwa sasiyiSikweletu esivuselelwayo, ulwazi olulandelayo alwaziwa njengamanje futhi ngeke lunqunywe kusengaphambi kwesikhathi:

##### 22.1

Intengo yazo zonke izinto ezidayiswayo engizozidayiselwa yi-Identity phakathi nesikhathi sokusebenza kwe-Akhawunti Yesikweletu esivuselelwayo.

##### 22.2

Inani lezinye izinhlawulo okukhulunywa ngazo kule ncwadi ezizoba yingxenye yebhalansi engiyikweletayo.

##### 22.3

Ingxenye esebenzayo yebhalansi engiyikweletayo eyisikweletu esikhulu.

##### 22.4

Inani lenzalo noma izinhlawulo zezimali ezizokhokhiswa engxenyeni efanele yebhalansi engiyikweleta ngokwesigaba 4 sale ncwadi.

##### 22.5

Izinga lenzalo ezokhokhiswa, eyaziwa nangokuthi izinga lenhlawulo yemali yaminyakayonke, ngokwesigaba 4 sale ncwadi engxenyeni efanele yebhalansi engiyikweletayo.

##### 22.6

Izinsuku, isibalo namanani okukhokha ngamancozuncozu kwanyanga zonke uma ngikhokhela ibhalansi engiyikweletayo.

### 23. UHLELO LWAMAKHASIMENDE AQOTHO

Bonke abanikazi bama-akhawunti bamanje nabo bonke abafaka isicelo sesikweletu (laba bakamuva bangaphansi kweminye imigomo nemibandela elapha kodwa kungakhathaliseki ukuthi bayasinikwa yini isikweletu noma cha) bafaneleka ngokuzenzekelayo ukuba neqhaza Ohlelweni Lwamakhasimende Aqotho akwa-Identity.

### 24. UKUNQANYULWA KWESIVUMELWANO

Uma kwenzeka umbandela owodwa noma ngaphezulu equkethwe kulesi Sivumelwano Sesikweletu nganoma isiphi isizathu ingasebenzi, ingekho emthethweni futhi ingenakusebenziseka nganoma iyiphi indlela, ukungasebenzi okunjalo, ukungqubuzana nomthetho noma ukungasebenziseki okunjalo ngeke kuthinte noma imuphi omunye umbandela walesi Sivumelwano Sesikweletu, okuyothathwa ngokuthi umbandela onjalo ongasebenzi, ongekho emthethweni noma ongasebenziseki wawungafakwanga, futhi iSivumelwano Sesikweletu siyosetshenziswa cishe ngokuvumelana nemibandela nezinhliso zokuqala.

### 25. UKUDALULA NGOKOMTHETHO WOKUVIKELWA KWABATHENGI

ENingizimu Afrika i-Identity isebenza njengommeleli we-Hollard Life Assurance Company Limited ne-Hollard Life Insurance Company Limited ekugququzeleni nasekuhlinzekeni ngoMshuwalense Wokuvikelwa Kwebhalansi Ye-akhawunti noMshuwalense Kamakhalekhukhwini. Lapha ihlinzeka ngolwazi oluthe xaxa olungashiwongo ngenhla, olufunwa yisigaba 27 soMthetho Wokuvikelwa Kwabathengi kanye nomthetho 9 weZimiso ezishiwo lapha.

I-Identity ingathintwa ngalezi zindlela:

Ucingo: +27 (0)21 460 2400

Ikheli Leposi: PO Box 4775, Cape Town, 8000, South Africa

Ifeksi: +27 (0)21 460 7277

I-imeyili: [services@identity.co.za](mailto:services@identity.co.za)

Umxhumanisi wezindaba zomphakathi e-Identity ngu-Reon Smit, okungaxhunyanwa naye kule nombolo +27 (0)21 460 7911.

ID/TC/IZ/06/2021

Identity Retailing (Pty) Ltd: Ino. yekubhalisa 1965/001234/07 (uma ngabe i-akhawunti yami ivulwe eNingizimu Afrika); I-Identity, luphiko lweTruworths (Namibia) Limited: Ino. yekubhalisa 492 (uma ngabe i-akhawunti yami ivulwe eNamibia); I-Identity, luphiko lweTruworths (Swaziland) Limited: Ino. yekubhalisa 108/1961 (uma ngabe I-akhawunti yami ivulwe eSwaziland); futsi i-Identity, luphiko lweTruworths Botswana (Pty) Limited: Ino. yekubhalisa CO2007/5848 (uma ngabe I-akhawunti yami ivulwe eBotswana)

No. 1 Mostert Street, Cape Town, South Africa (lapha lebitwa ngekutsi “yi-Identity”)

IMIGOMO NEMIBANDZELA YAKA-IDENTITY YEKUFAKA SICELO, NEKUNIKWA SIKWELETI, NEKUTSENGISA

## 1. Sivumelwane Sesikweleti

1.1. Ngiyavisisa kutsi Sivumelwane seSikweleti, mayelana neSikweleti lesiJikeletako (“Sikweleti” sami), siphetsiwe emkhatsini wami ne-Identity.

1.2. Sivumelwane seSikweleti sami ne-Identity sicuketfwe kuLifomu Lekufaka Sicelo se-Akhawunti (uma ngabe lelo fomu lagcwaliswa labuye lasayinwa ngimi) (“Sicelo”) kanye/noma Sitatimende Lesendvulela Sivumelwane neKhotheshini (“Ikhotheshini”) uma ngabe kunjalo futsi/kanye nencwadzi lesayinwe yi-Identity lengitjela kutsi ngisinikiwe Sikweleti, kanye nemigomo nemibandzela lebhalwe kuledokhumenti nanoma ngutiphi letinye tichibelo kuSivumelwane seSikweleti sami lesibhalwe phasi ngaphindze futsi nami ngasivuma.

1.3. Ngiyavisisa kutsi imigomo nemibandzela lephatselene neSivumelwane Sesikweleti sami kanye nekutsengiswa kwetimphahla yi-Identity ngaso sonkhe sikhatsi kutawuya ngemibandzela yeMtsetfo waVelonkhe weTikweleti No. 34 wanga-2005 (“Umtsetfo waVelonkhe weTikweleti”) neMtsetfo Wekuvikela Batsengi we-68 wanga-2008 (“Umtsetfo Wekuvikela Batsengi”), uma ngabe uyasebenta, nanoma ngumuphi futsi lomunye umtsetfo losebentako, futsi esehlakalweni lapho khona kuba nekungcubutana emkhatsini wanoma ngumuphi kutawusebenta lemigomo nemibandzela.

## 2. Umkhawulo weSikweleti, Umkhawulo we-Akhawunti neKukhushulwa

### 2.1. Umkhawulo weSikweleti

Sikweleti sami (“I-akhawunti” yami) itawunikwa umkhawulo wesikweleti lomkhulu (“Umkhawulo weSikweleti”) njengobe uncunye yi-Identity, ngekuhambisana nalokufunwa nguMtsetfo waVelonkhe weTikweleti eNingizimu Afrika, kanye netinjongo letifanele temtsetfo losebentako kulamanye emave. Lomkhawulo weSikweleti utawuya ngemali yami lengenako ngemuva sekudvoswe tonkhe tindleko telikhaya lami tangenyanga emalini yami lengena ngenyanga (“Kukhona kukhokhela sikweleti”), lengitawuyinika i-Identity ngesikhatsi ihlola kutsi ngitawukhona yini kukhokhela sikweleti sami. Ngiyavisisa kutsi i-Identity ngekubona kwayo ingawukhuphula kwesikhashana Umkhawulo weSikweleti sami ngekuya kwesicelo sami kwentela kutsi kube nemali yetintfo letitsite letingenta kutsi ngece Umkhawulo weSikweleti sami. Ngiyavisisa kutsi Umkhawulo weSikweleti lokhona ngembi kwekukhuliswa kwesikhashana utawuphindze futsi usebente uma ngabe ibhalansi lengiyikweletako ku-Akhawunti yami ingaphasi kweMkhawulo. I-Identity ingawukhuphula Umkhawulo weSikweleti se-Akhawunti yami ngekuvuma kwami noma uma ngicela, kepha loko kwenteka ngemuva kwekubuka tidzingo teMtsetfo waVelonkhe weTikweleti, losebentako. Ngetulu kwaloko, Umkhawulo weSikweleti

sami ungavele nje ukhushulwe njalo ngemnyaka, kuphela nje uma ngabe ngivumile kutsi ubovele nje ukhushulwe. Ngiyavisisa kutsi ngifanele kutsi ngatise i-Identity uma ngabe lizinga leKukhona kwami kukhokha sikweleti liyehla (liba libi) ngemuva kwekuhlolwa kwami kuKhona Kukhokhela Sikweleti kwasekucaleni ngesikhatsi kuncunywa Umkhawulo weSikweleti sami.

## 2.2. Umkhawulo we-Akhawunti

Ngiyavisisa kutsi i-Identity ngekubona kwayo ingangentela Umkhawulo we-Akhawunti (“Umkhawulo we-Akhawunti”) ube wemali lencane kuneMkhawulo weSikweleti lenginikwe wona njengoba kubekiwe endzimeni ye-2.1 ngetulu. Lomkhawulo we-Akhawunti utawentiwa kutsi ngiwutfole, futsi ukhushulwe uphindze futsi wehliswe ngetikhatsi letitsite ngekubona kwe-Identity nangekuya ngendlela lengiphetse ngayo i-Akhawunti yami. Ngiyavisisa kutsi i-Identity ngekubona kwayo ingawukhuphula kwesikhashana Umkhawulo we-Akhawunti yami ngekuya kwesicelo sami kwentela kutsi kube nemali yetintfo letitsite letingenta kutsi ngece Umkhawulo we-Akhawunti. Ngiyavisisa kutsi Umkhawulo we-Akhawunti lokhona ngembi kwekukhuliswa kwesikhashana utawuphindze futsi usebente uma ngabe ibhalansi lengiyikweletako ku-Akhawunti yami ingaphasi kweMkhawulo.

## 3. Likhadi neTinhlelo teKukhokha

I-Identity itangitfumelela likhadi lekukhokha (“Likhadi” lami) lengitawuba nesibopho sekuligcina. Uma ngabe Likhadi lami lintjontjiwe, ngitawatisa sitolo sami sendzawo saka-Identity masinyane noma ngishayele Lucingo lweKusita Emakhasimende ku: +27 (0)21 460 2300 +27 (0)21 460 2300. Ngingalisebentisa Likhadi lami ngitsenge timphahla letiseluhlelweni/letisetinhlelweni tekukhokha letehlukene letikhona eveni lapho I-akhawunti yami yavulwa khona futsi lefanele leyo mphahla njengekuncuma kwe-Identity ngekubona kwayo ngesikhatsi ngitsenga.

## 4. Intalo

### 4.1. Silinganiso Lesivunyiwe

Kute kube ngulapho silingasinontalo sentiwe sehlukehlukehane ngalendlela lechazwe ngentasi, kutawukhokhiswa intalo kuto tonkhe tinhlelo tekukhokha letinentalo lengitisebentisa ngesilinganiso lesichazwe kuKhotheshini, noma kuma-akhawunti lavulwe ngembi kwamhla lulunye (1) Inhlaba 2007, ngesilinganiso lesisebenta kulawo ma-akhawunti (“Silinganiso Lesivunyiwe”). Silinganiso Lesivunyiwe angeke sibe ngetulu kwesilinganisontalo lesincuma letinye tilinganisontalo lesifanele njengoba kuchaziwe ngentasi.

### 4.2. Silinganisontalo Lesincumako

Ngiyavisisa kutsi uma ngabe ngivule I-akhawunti yami eNingizimu Afrika, i-Identity ikhetse Silinganisontalo Lesikhulu lesincunywe nguMtsetfo waVelonkhe weTikweleti, noma Umtsetfo weKubolekisa ngeMali ngeSilinganisontalo lesikhulu esehlakalweni sema-akhawunti lavulwe ngembi kwamhla lulunye (1) Inhlaba 2007, njengesilinganisontalo lesincumako (silinganisontalo lesincuma letinye tilinganisontalo) senjongo yekuncuma Silinganiso Lesivunyiwe lesisebenta ku-Akhawunti yami. Ngiyavisisa kutsi uma ngabe I-akhawunti yami ngiyivule ngaphandle kweNingizimu Afrika silinganisontalo lesincumako sitawuba silinganiso lesikhulu lesincunywe ngumtsetfo lofanele kulelo live lapho I-akhawunti yami ivulelwe khona

#### 4.3. Luntjintjo kuSilinganiso Lesivunyiwe

Ngiyavisisa kutsi I-akhawunti yami inesilinganisontalo lesintjintjantjintjako, lokusho kutsi Silinganisontalo leSivunyiwe sitawuntintjantjintja ngetikhatsi letitsite ngekuhambisana ngco netingucuko letenteka kusilinganisontalo lesincumako lesifanele. Silinganiso leSivunyiwe lesisebenta kutinhlelo te-Akhawunti yami sitawuntjintjantjintja ngetikhatsi letitsite ngekuhambisana ngco netingucuko letifanele kuletilinganiso letincumako. Kungakapheli emalanga lange-30 ekusebenta alolo luntjintjo, i-Identity itawungatisa ngekungibhalela phasi ngalokuntjintjantjintja, lokutawentiwa ngebudlelwane lobumile ekuntjintjeni kwesilinganisontalo lesincumako lesifanele.

#### 4.4. Sephulelo noma Silinganisontalo Lesingakhokhiswa

Ngiyavisisa kutsi Silinganisontalo Lesivunyiwe ngekubona kwe-Identity singanikwa sephulelo sibe silinganisontalo lesincane noma futsi singakhokhwa mbamba eluhlelweni lwekukhokha ngenyanga yesitfupha (6) noma yelishumi nakubili (12) naletinye tinhlelo tekukhokha uma ngabe nginikwe loku ngekubona kwe-Identity.

#### 4.5. Kuvimbela Kukhokha Intalo kuMa-akhawunti Lasalele Emuva

Ngiyavisisa kutsi intalo ye-Akhawunti yami ibalwa onkhe malanga ngetikhatsi letitsite nekutsi futsi ngingayinciphisa imali yentalo lekhokhiswa i-Akhawunti yami ngekutsi ngikhokhe imali lephelele ngelusuku lwekukhokha lolufanele njengoba lubekiwe kuSitatimende senyanga se-Akhawunti yami. Ngiyavisisa futsi kutsi uma ngabe angiyikhokhi lemali lekufanele kutsi ngiyikhokhe ngelilanga lekukhokha, I-akhawunti yami itawukhokhiswa intalo lenyenti ngoba itawube ibalwa onkhe malanga ngelizinga lelisemkhatsini kubhalansi lengiyikweletako letawube ingakanciphi ngobe ngitawube ngingakakhokhi imali lebekufanele kutsi ngiyikhokhe ngelusuku lwekukhokha lolufanele.

#### 4.6. Kukhokhiswa Intalo

I-akhawunti yami ingakhokhiswa intalo ngalendlela lelandzelako:

4.6.1. Ngiyavisisa kutsi uma ngikhokhela i-Identity ibhalansi lengiyikwelatako (ngalamanye emagama yonkhe ibhalansi lesele lengiyikweletako) ngelusuku lwekukhokha noma ngembi kwekukhokha kwecucala njengoba kukhonjisiwe kusitatimende sami sangenyanga, kute intalo lengitawukhokhiswa yona.

4.6.2. Ngiyavisisa futsi kutsi uma ngingakhokhi lemali lekufanele kutsi ngiyikhokhe, noma ngikhokhe lencane kunaleyo lefanele kutsi ngiyikhokhele i-Identity ngelusuku lwekukhokha, ngitawukhokhiswa intalo emkhatsini wetinsuku tesitatimende lesendlulile nesitatimende senyanga samanje ngendlela lechazwe endzimeni 4.6.4 ngaphasi ngekungakhokhiswa ngetulu kweSilinganisontalo Lesikhulu lesincunye ngekuya kwenzima 4.6.5 ngaphasi, futsi ngingahlawuliswa letinye tinhlawulo temtsetfo letengetiwe.

4.6.3. Ngiyavisisa futsi kutsi uma ngabe ngikhokha kuphela imali lefanele kutsi ikhokhwe (kk. sitolimenti senyanga) ka-Identity, ngitawukhokhiswa intalo lesemkhatsini welusuku lwesitatimende senyanga leyengcile nelusuku lwesitatimende senyanga samanje ngendlela lechazwe endzimeni 4.6.4 ngaphasi ngeSilinganiso Lesivunyiwe lesishiwo endzimeni 4.1 ngetulu

4.6.4. Intalo ibalwa onkhe malanga kalula kusetjentiswa lefomula lelandzelako: ibhalansi lekweletwako ku-Akhawunti yehlukaniswe ngelinani lemalanga emnyaka, bese kuphindwaphindwa ngesilinganisontalo lesifanele ngekuhambisana neSivumelwane sami seSikweleti, kute kutfolakale intalo lekweletwako ngelilanga. Intalo yemalanga onkhe lencunyiwe yentiwa ibe yelizinga lelisemkhatsini wesikhatsi lesisemkhatsini wemalanga esitatimende senyanga sekugcina nesamanje bese kwengetwa kubhalansi lekweletwako ku-Akhawunti ngelilanga lesitatimende senyanga samanje.

4.6.5. Umtsetfo waVelonkhe weTikweleti ubeka kutsi Silinganisontalo leSikhulu lesingakhokhiswa mayelana nesilinganisontalo selibhangengodla, sincunywa Libhangengodla laseNingizimu Afrika njalo ngetikhatsi letitsite.

## 5. Sitatimende, Kukhokha neKuphutsa

### 5.1. Titatimende

I-Identity itasitfumela ekhelini leliposi lelibhalwe kuKhotheshini noma kuSicelo, noma ekhelini lelisha njengoba ngitawube ngiyatisile i-Identity, sitatimende senyanga se-akhawunti emkhatsini walolunye lwatiso sikhombisa ibhalansi lekweletwako ngelusuku lwesitatimende, sitolimenti senyanga, imali yentalo, imali lefanele kutsi ikhokhwe kanye nelusuku lekufanele kutsi kukhokhwe ngalo. Ibhalansi lekweletwako ifaka ekhatsi imali lengatsenga ngayo nge-Akhawunti yami njengoba ikhonjisiwe kuma-inivoyisi lengawanikwa ngesikhatsi ngitsenga, kanye nanoma nguyiphi lenye intalo levumelekile futsi levunyiwe, timali tekuvula sikweleti, timali tesevisi, imali lekhokhelwa umshwalensi njalo ngenyanga, tindleko tekulawula tekuphutselwa netindleko tekugcogca imali lengingahlawuliswa tona ku-Akhawunti yami kususwe imali lengiyikhokhile noma emakhredithi lendluliselwa ku-Akhawunti yami. Imali lefanele kutsi ikhokhwe sitolimenti senyanga (lesincunywa ngekuya kweluhlelo/tinhlelo tekukhokha te-Akhawunti yami) kanye netimali letisalele emuva kanye nentalo netimali letivumelekile letihlawulwako.

### 5.2. Kukhokha

5.2.1. Ngiyavuma kutsi I-akhawunti yami ngingayikhokhela kuphela kulelo live I-akhawunti yami leyavulwa kulo. Ngiyavuma kukhokhela i-Identity imali lengekho ngaphasi kwaleyo lefanele kutsi ngiyikhokhe njalo ngenyanga, ngaphandle kwekudvonsa, ngelilanga lekukhokha noma ngembi kwelilanga lekukhokha futsi ngiyacinisekisa kutsi angeke ngibe nelilungelo lekubeka umbandzela ekukhokheleni kwami i-Identity. I-Identity itawukhreditha konkhe kukhokhela I-akhawunti yami ngelusuku letawutfola ngalo imali yami lengiyikhokhile ngalendlela lelandzelako: kwekucala kwenetisa nanoma ngutiphi tinhlawulo lekufanele kutsi ngitihlawule noma timali letingakakhokhwa, tindleko noma tinhlawulo futsi kwesitsatfu kwehlisa imali yesikweleti lesikhulu.

5.2.2. Ngitawukhetsa, uma ngabe ngine-akhawunti ye-savings, ye-transmission noma yeliseke, kutsi ngifake sicelo sekukhokha ngedebhithi-oda ngikhokhele imali ye-Identity lefanele kukhokhwa njalo ngenyanga. Idebhithi-oda itawusho kutsi imali ifanele kutsi indvonswe nganoma nguluphi lusuku lwenyanga lolutawube lukhetfwe ngimi.

I-Identity inelilungelo lekuphindze futsi yetfule idebhithi-oda yekukhokha ebhange lami ngisho nangemalanga langakashiwo ngimi kudabhithi-oda kute kube sikhatsi lapho sekuhlangabetenwe netibopho tami.

### 5.3. Kuphutsa neKuphelisa

5.3.1. Ngiyavuma kutsi ngitawuba sephutseni ngaphasi kwalesivumelwane uma ngabe:

5.3.1.1. Ngiyehluleka kukhokha lokungenani-90% wemali lefanele kutsi ngiyikhokhe ngelilanga lekukhokha.

5.3.1.2. I-akhawunti yami ngemuva kwaloko itawusalela emuva ngalokungetulu kwemalanga lange-30 lalandzelanako latawenteka ngaphandle uma ngabe ngikhokha lokungenani-90% wemali lefanele kutsi ngiyikhokhe ngelusulu lwekukhokha lolulandzelako.

5.3.2. Uma ngabe ngiyehluleka kuhambisana nemibandzela yalesivumelwane noma uma ngabe imphahla yami iyadliwa uma ngishona noma uma ngabe ngisephutseni letibopho tami ka-Identity njengoba kuchaziwe endzimeni 5.3.1 ngetulu, manje-ke:

5.3.2.1. Tonkhe timali lengitikweleta i-Identity tiba tamasinyane futsi tifuna kukhokhelwa.

5.3.2.2. I-Identity ingayimisa Imaliboleko yami.

5.3.2.3. I-Identity ingawunciphisa Umkhawulo weSikweleti sami kanye/noma Umkhawulo we-Akhawunti yami ngaphandle kwekungatisa.

5.3.3. I-Identity ingaphindze futsi, ngesatso semalanga ekusebenta lange-20, ivale Sikweleti sami futsi ngekuya kwemibandzela lefanele yeMtsetfo waVelonkhe weTikweleti, uma ngabe kufanele, ingafuna kukhokhelwa masinyane ibhalansi lekwelwetwako ku-Akhawunti yami.

## 6. Kutsenga Bomakhalekhikhini

6.1. Makhalekhikhini naloko lokuhambisana namakhalekhikhini ku-Akhawunti yami yaka-Identity kutawuvumeleka kuphela ngemuva kwetinyanga letisitfupha (6) kusukela ngelilanga lekuvulwa kwe-akhawunti futsi kuphela uma ngabe imphahla yaka-Identity itsengwe njalo nje ngale-akhawunti.

6.2. Esigabeni leivunywe ngumtsetfo, nakusenemali lekwelwetwako yamakhalekhikhini/yabomakhalekhikhini labatsengwe nge-akhawunti yaka-Identity, lomakhalekhikhini/labomakhalekhikhini ngekwemyalo we-Identity locondziswe kumtfulitinsita bangavalwa uma ngabe imali lefanele kutsi ikhokhwe ku-Akhawunti yami ayikakhokhwa ngelilanga lekukhokha lelifanele. Uma ngabe timali lengitikweletako sengitikhokhele ngalokuphelele lomakhalekhikhini/bomakhalekhikhini labatsengwa nge-Akhawunti yami yaka-Identity bangaphindze futsi bavulwe uma ngicela futsi loko kutawuya ngemali lekhokhelwa kutsi bavulwe lengingayikhokhiswa ngumtfulitinsita.

6.3. Bomakhalekhikhini batsengwa kuphela kuluhlelo lwekukhokha lwetinyanga letisitfupha (6) letikhokhiswa intalo.

6.4. Ngiyati kutsi bomakhalekhikhini netintfo tabomakhalekhikhini titawutsengiswa kuletinye titolo letitsite kuphela futsi nasemaveni latsite latawuncunywa yi-Identity ngekubona kwayo.

## 7. Kutsenga nge-Akhawunti yami lokungakagonyatwa

Ngiyavisisa kutsi lenye yetinzuzo tami lengifanele kuyitfolo ngekukhokhela imali yesevisi yemnyaka yiNzuzo yeKuvikela Inkhohlakalo. LeNzuzo yeKuvikela Inkhohlakalo ingivikela ekutsengeni lokungakagunyatwa kanye/noma kutsenga ngekwenkhohlakalo nge-Akhawunti yami. Uma ngabe ngikubikile loko kutsenga, i-Identity angeke ingibeke licala ngaphandle uma ngabe isayini yami ikhona kule-inivoyisi noma lobunye bufakazi bekutsenga noma i-Identity itfolo kutsi ngikugunyatile lokutsenga noma-ke kutsenge mine.

## 8. Umshwalensi Wekuvikela Ibhalansi Ye-Akhawunti

I-Identity ngekubona kwayo ingenta kutsi Umshwalensi weKuvikela Ibhalansi ye-Akhawunti ube yintfo lesibopho sekutsi ube ne-Akhawunti yaka-Identity. Esimeni lesinjalo ngingasebentisa lilungelo lami lekufaka yami ipholisi lefanana nalena esikhundleni sepholisi yaka-Identity yeMshwalensi weKuvikela Ibhalansi ye-Akhawunti, kuphela nje uma ngenika i-Identity bufakazi lobuyenetisako bekutsi i-Identity ibhalwe kupholisi yami kutsi ngiyo lekhokhelwa umshwalensi.

Uma ngabe ngineMshwalensi weKuvikela Ibhalansi ye-Akhawunti yaka-Identity ngiyavuma kuboshwa yimibandzela nemigomo yalepholisi yemshwalensi lefanele letfolakala uma ngitsenga kanye nakuwebhusayithi yaka-Identity.

I-Identity itawudvonsa imali lekhokhwa njalo ngenyanga ku-Akhawunti yami yasebhangwe njalo ngenyanga ngekwemibandzela yeMshwalensi weKuvikela Ibhalansi ye-Akhawunti. Iminingwane yesiciniseko salowo mshwalensi nepholisi kutawutfunyelwa kimi nguSomshwalensi.

## 9. Lwatiso Lwami futsi Loluyimfihlo

9.1. Ngiyavuma kutsi i-Identity ingacela futsi itfole nanoma nguluphi lwatiso lwami loluyimfihlo nelwesikweleti semtsengi kunoma ngusiphi sikhungo setikweleti, kulenye irejista noma kumuntfu wesitsatfu nganoma ngunini, kufaka ekhatsi kucela linani lelimaki lesikhungo setikweleti nekucinisekisa kutsi lokuvuma kuphindze futsi kufake ekhatsi lwatiso lolunjalo lesevele i-Identity ilutfolile. I-Identity ingabelana ngalolwatiso lwami loluyimfihlo nelwekukweleta kwemtsengi (kufaka ekhatsi lwatiso lolumayelana nekungahambisani netibopho tami ngaphasi kweSivumelwane) kanye nelwatiso lolumayelana ne-Akhawunti yami, kufaka ekhatsi Sicelo sami, kuvula nekuvala I-akhawunti yami, nanoma ngumuphi lomunye umbolekisimali nesikhungo setikweleti, yentele, emkhatsini waletinye tintfo, inhloso yaleso sikhungo setikweleti yekwabelana ngalolwatiso nalabanye labangaba babolekisimali kanye nesikhungo setikweleti. Ngiyavisisa kutsi sikhungo setikweleti sinika babolekisimali iphrofayili, kanye futsi nelimaki mayelana nesimo sami setikweleti, lokumiselwe kulwatiso i-Identity leyabelana ngalo kusikhungo setikweleti.

9.2. Ngiyavisisa kutsi lwatiso lwami loluyimfihlo nelwesikweleti semtsengi lungasetjentiswa yi-Identity mayelana netinhloso tekutsengisa nekwesekela imisebenti lebalulekile kanye namayelana netimo letiyingoti nekuhlathiya nekuniketa limaki kanye netinhloso letivamile temisebenti ye-Identity. Ucelwa kutsi ubuke Inchubomgomo Yelingasese yetfu kute kutsi utfole lwatiso lolubanti.

## 10. Tikhungo teTikweleti

10.1. I-Identity ingaludzalula lwatiso lwami loluyimfihlo nelwetikweleti temtsengi njengoba kubekiwe ngetulu, kutikhungo tetikweleti, kufaka ekhatsi naku lokulandzelako:

### 10.1.1. Compuscan



Lucingo: +27 (0)21 888 6000

Ifeksi: +27 (0)21 883 2336

Likheli Lencwadzigezi: info@compuscan.co.za

Likheli Lenzawo: Chenin House, Brandwacht Office Park, Trumali Road, Stellenbosch, South Africa

Likheli Leliposi: PO Box 1028, Stellenbosch, 7599, South Africa

#### 10.1.2. Experian

Lucingo: +27 (0)11 799 3400 noma 086 110 5665

Ifeksi: +27 (0)11 707 6700/6786

Likheli Lencwadzigezi: info@experian.co.za noma morpheus@experian.co.za

Likheli Lenzawo: Experian House, The Ambridge Office Park, Vrede Avenue, Bryanston, South Africa

Likheli Leliposi: PO Box 98183, Sloan Park, 2152, South Africa

#### 10.1.3. TransUnion

Lucingo: 0861 482 482

Ifeksi: +27 (0)11 388 2454

Likheli Lencwadzigezi: creditbureau@transunion.co.za

Likheli Lenzawo: Wanderers Office Park, 52 Corlett Drive, Illovo, South Africa

Likheli Leliposi: PO Box 4522, Johannesburg, 2000, South Africa

#### 10.1.4. XDS

Lucingo: +27 (0)11 645 9100

Ifeksi: +27 (0)11 484 6588

Likheli Lencwadzigezi: info@xds.co.za

Likheli Lenzawo: 11-13 Oakhurst Building, 3rd Floor, West Wing, St Andrews Road, Parktown, Johannesburg, South Africa

Likheli Leliposi: PO Box 30987, Braamfontein, 2017, South Africa

#### 10.1.5. Lucingo Lweluphiko LwaseNingizimu Afrika Lwekusita Kuvikela

Inkhohlakalo: 0860 101 248

Lucingo: +27 (0)11 867 2234

Ifeksi: +27 (0)11 867 2315

Likheli Lencwadzigezi: safps@safps.org.za

Likheli Lenzawo: Block 5 Meyersdal Office Park, 65 Phillip Engelbrecht Street, Meyersdal, 1448, South Africa

Likheli Leliposi: PO Box 2629, Alberton, 1450, South Africa

kanye nakuletinyetikhungo etikweleti i-Identity lengatsintsana nayo ngetikhatsi letitsite.

10.2. Ngiyavisisa kutsi kungenteka kutsi ngalesinye sikhatsi ngitsintse nanoma ngusiphi sikhungo setikweleti ngicele kutsi nginikwe lwatiso lwami lwetikweleti temtsengi. Ngingaphindze futsi ngiphikisane nanoma nguluphi lwatiso lolugcinwe kusikhungo setikweleti lengingavumelani nalo.

10.3. I-Identity ingaphindze futsi inike tinkampani lesebentisana nato noma ema-ejenti nanoma nguliphi lelinye licembu lelikhatsatekako ngekuvinjwa nekuvikelwa kwebugebengu lwatiso lwami loluyimfihlo nelwetikweleti temtsengi kanye nemaphethini ekutsenga

10.4. Ngiyavisisa kutsi ngekwemibandzela yemtsetfo waseNingizimu Afrika wekwendlulisa imali ngetindlela letingafanele, i-Identity inemsebenzi wekubika emathranzekshini lasolekako noma langakavami lafaka ekhatsi tento letingekho emtsetfweni ngekuhambisana netibopho letibekelwe ibhizinisi mayelana naloku.

## 11. Kubuyiselwa Emuva Imphahla

### 11.1. Kubuyisela Emuva Imphahla neKuntjintjisa

I-Identity itangivumela kubuyisela emuva noma kuntjintjisa imphahla kungakapheli emalanga lange-30 kusukela ngelilanga lengayitsenga ngalo kuphela nje uma ngabe:

- 11.1.1. I-inivoyisi noma irisidi yesipho lenguyona yona iniketwa njengebufakazi uma ngibuyisa imphahla.
- 11.1.2. Sikhona sigcebhezana lesibhalwe imali lengatsenga ngayo lempahla.
- 11.1.3. Lemphahla ayikadzabuki kantsi futsi ayikasetjentiswa.
- 11.1.4. Lemphahla isesimeni sayo lesifanele futsi igcetjwe kahle.
- 11.1.5. Tintfo letitsengisiwe letihamba netipho tephromoshini tibuyiswa kanye naletipho.
- 11.1.6. Lemphahla ibuyiselwa eveni leyatsengwa kulo.

### 11.2. Kubuyiselwa imali

I-Identity itakuvuma kubuyiselwa imali lephelele ngendlela lenguyonayona yethenda noma yente ikhredithi ku-Akhawunti yaka-Identity kuphela nje uma ngabe:

- 11.2.1. Kuhlangebabetanwe nato tonkhe tindlela letikusigaba se-11.1.
- 11.2.2. Umnikati wekhredithikhadi nalamanye emakhadi lafanele akhona kute ubuyiselwe imali kukhredithikhadi.
- 11.2.3. Angeke ubuyiselwe imali esehlakalweni lapho khona kuletfwa irisidi yesipho ngaphandle uma ngabe kuletfwa ne-inivoyisi lenguyonayona ngaso lesi sikhatsi.

### 11.3. Nanoma kunjalo, kwengeta ekwenetiseni timo tetigaba se-11.1 nese-11.2, ngiyacaphela kutsi:

- 11.3.1. Ijuwelali, emawashi (lokute siciniseko) netibuko telilanga kufanele kutsi kubuyiselwe esitolo lesinelitiko lejuwelali kungakapheli emalanga la-14.
- 11.3.2. Imphahla yekubhukusha ifanele kutsi ibuye nesiceshana sekuyivikela.
- 11.3.3. Bomakhalekhikhini bafanele kutsi babuyiselwe esitolo lesinekhawunta yabomakhalekhikhini futsi baya ngeNchubomgomo yaka-MTN yeKubuyisa Bomakhalekhikhini.
- 11.3.4. Konkhe kwekutimonyonga nemakha kufanele kutsi kubuyiselwe esitolo lesinelitiko lekwekutimonyonga lelitsengisa lolo luhlobo.

### 11.4. Lokungabuyiselwa emuva esitolo

Akukavumeleki kubuyisela emuva esitolo imicaliselo, emakhadi etipho, i-airtime yamakhalekhikhini lekhokhelwa phambilini noma ijuwelali lefakwa emtimbeni lapho kubhojoswe imbobo khona (kufaka ekhatsi emacici).

### 11.5. Imphahla leneliphutsa

Imphahla leneliphutsa lasefekhtri itawukhredithwa noma intjintjiswe nalenye:

- 11.5.1. Imphahla lenjalo ibuyiselwa ka-Identity kungakapheli tinyanga letisitfupha (6) ngemuva kwekuyitfolo.
- 11.5.2. Kungaletfwa bufakazi bekutsenga.
- 11.5.3. Lemphahla ibuyiselwa eveni leyatsengwa kulo.
- 11.5.4. Imphahla isetjentiselwe loko beyifunelwa kona.
- 11.5.5. Lemphahla ifanele kutsi beyinakekelwa ngekuya kwemiyalo yelebuli yekuwashwa/kunakekelwa.

Mayelana neNchubomgomo yeKubuyiselwa ngalokuphelele ucelwa kutsi uvakashele:  
[www.identity.co.za](http://www.identity.co.za)

## 12. Timali neTindleko te-Akhawunti

12.1. Ngiyavisisa kutsi i-Identity itangihlawulisa imali yesevisi yemnyaka yetindleko tENCHUBOMVAMA yekulawula futsi loku kungeta kutsi ngibe neNzuzo yeKuvikela Inkohlakalo. Lemali lekhokhwa ngesikhatsi lesifanele itawushiwo kuKhotheshini kanye/noma-ke ngitawatiswa ngayo ngekutsi kubhalwe phasi. Lemali ayibuyiselwa emuva futsi itawufakwa ku-Akhawunti yami kanye ngemnyaka uma igcogcelekela ka-Identity ngalokuphelele. Ngekubona kwe-Identity imali yesevisi yemnyaka ingakhuliswa ngetikhatsi letitsite kuphela nje uma ngabe angeke yendlule lizinga lelikhulu lelincunye nguMtsetfo waVelonkhe weTikweleti, uma kusebenta. Imali yesevisi yemnyaka kungatsi ngetikhatsi letitsite ingete yakhokhwa ngekubona kwe-Identity.

12.2. I-Identity inelilungelo lekungikhokhisa imali yekuvula sikweleti uma sengivule I-akhawunti (imali letawushiwo kuKhotheshini futsi ngingayikhokha embili kunekutsi ifakwe kubhalansi yami lengiyikweletako).

12.3. I-Identity inelilungelo lekungihlawulisa:

12.3.1. Inhlawulo yekuphutselwa yekulawula uma ngabe I-akhawunti yami isalele emuva noma uma ngingasigcini lesivumelwane, kanye nanoma ngutiphi tindleko i-Identity lengangena kuto mayihambela imali yayo ngaphansi kwalesivumelwane kufaka ekhatsi tinhlawulo temtsetfo letingeke tibe ngetulu kwaletu letivunyelwe nguMtsetfo weBameli, Umtsetfo weNkantolo Lephakeme, Umtsetfo weNkantolo yaMantji kanye neMtsetfo weKugcogcwa Kwetikweleti, uma ngabe uyasebenta. Letimali, tinhlawulo kanye netindleko angeke tibe ngetulu kwaletu letivunyelwe nguMtsetfo waVelonkhe weTikweleti, uma tikhona.

12.3.2. Tonkhe tindleko letiphatselene nekwendluliselwa kwe-Akhawunti yami ku-ejensi legcogca tikweleti kutsi igcogce timali letikweletwako.

12.4. Imali yesevisi yethranzekshini ingakhokhiswa yi-Identity bese ifakwa ku-Akhawunti yami kwentelwe emasheke lakhokhwe ngimi abese abuyiselwa emuva libhange nganoma kutiphi tizatfu noma emadebhithi-oda langakandluliswa libhange ngenca yekungabi khona kwetimali.

## 13. Imibandzela Lehlukahlukene

13.1. Ngikhetsa likheli lami lalapho ngihlala khona njengobe kubekiwe kuKhotheshini noma kuSicelo sami (noma lelanye likheli lehlukile njengobe ngishito kumibandzela yendzima 13.2) kutsi ngiletselwe

kuyo emadokhumenti ami etemtsetfo. Mayelana naleSivumelwane nawo onkhe lamanye emathranzekshini aka-Identity, kusebenta Umtsetfo waseNingizimu Afrika.

13.2. Ngitawatisa i-Identity masinyane uma kubakhona tingucuko kumininingwane yami yekutsintsana kufaka ekhatsi kepha kungapheleli ekhelini lami lebhizinisi, leliposi noma lendzawo yekuhlala, ekhaya lami, emsebenzini, noma tinombolo tamakhalekhikhini wami, kanye nelikheli lencwadzigezi.

13.3. Uma ngabe bengikadze ngine-Akhawunti yaka-Identity ngabese ngiyayivala kungakapheli iminyaka lemitsatfu (3) ngifake sicelo se-Akhawunti yaka-Identity lensha, i-Identity inelilungelo lekugodla noma ngabe ngutiphi tintfo tekuphromotha letichumene nale-Akhawunti lensha.

13.4. Uma ngabe ngishade ngemshado wekuhlanganisela imphahla ngiyacinisekisa kutsi ngiyitfolile imvume endvodzeni/emfatini wami yekutsi ngivule I-akhawunti nekwemukela kukhushulwa kweMkhawulo weSikweleti kanye/noma Umkhawulo we-Akhawunti lofanele I-akhawunti yami.

13.5. I-Identity kanye nanoma ngumaphi lamanye ema-ejenti ayo lagunyatiwe atawulandzelela aphindze/noma arekhode inkhulumo yami yelucingo noma yamakhalekhikhini lengiyibamba nanoma ngumuphi lomunye wetisebenti ngetinhloso tekucecesha, kugcogca imali noma kwekutsatsisela esikhatsini lesitako.

13.6. Nanoma nguyiphi imininingwane yami i-Identity levumelekile kuyitfolile ngekwemibandzela yalesivumelwane lunganikwa labanye labafuna kutsenga noma yendluliselwe kunoma nguliphi lelinye licembu uma ngabe i-Identity kwenteka itsengisela lelo cembu ibhizinisi yayo noma uma ngabe lelo licembu litfolile kulawula i-Identity.

13.7. Nanoma ngumuphi umkhawulo noma kutitika lengikunikwa yi-Identity angeke kutsatfwe ngekutsi kukuyekelwa kwemalugelo e-Identity ngekwemibandzela yaleSivumelwane seSikweleti.

#### 14. Tincabano Mayelana ne-Akhawunti neTikhalo

14.1. Ngingenta, nganoma ngunini, kutsi ngindlulise sikhalo mayelana neSivumelwane ngisendlulisele kulenye i-ejenti yekusombulula tincabano, enkantolo yebatsengi noma ngendlulisele incabano mayelana neSivumelwane seSikweleti ku-Ombud yeTikweleti, Ikhomishini yaVelonkhe yeBatsengi noma Umlawuli waVelonkhe weTikweleti uma ngabe I-akhawunti yami yavulwa eNingizimu Afrika, noma kunoma ngumuphi lomunye umtimba noma umlawuli eveni lengavula kulo I-akhawunti yami.

I-Ombud yeTikweleti ingatsintfwa ku:

Lucingo: 0861 OMBUDS (0861 662837)

Ifeksi: 086 683 4644

Likheli Lencwadzigezi: ombud@creditombud.org.za

Likheli Lenzawo: Fernridge Office Park, 5 Hunter Street, Ferndale, Randburg, South Africa

Likheli Leliposi: PO Box 805, Pinegowrie, 2123, South Africa

Iwebhusayithi: www.creditombud.org.za

Umlawuliti waVelonkhe weTikweleti angatsintfwa ku:

Lucingo: +27 (0)11 554 2600 noma 0860 627 627

Ifeksi: +27 (0)11 554 2771

Likheli Lencwadzigezi: info@ncr.org.za

Likheli lendzawo: 127 15th Road, Randjespark, Midrand, South Africa

Likheli Leliposi: PO Box 209, Halfway House 1685, South Africa

Khomishani waVelonkhe weBatsengi angatsintfwa ku:

Inombolo Yamahhala: 0860 266 786

Ifeksi: 0861 515 259

Likheli Lencwadzigezi: [ncc@thedti.gov.za](mailto:ncc@thedti.gov.za)

Iwebhusayithi: [www.nccsa.org.za](http://www.nccsa.org.za)

14.2. Uma ngabe nginembuto mayelana nebungibo besitatimende sami se-akhawunti senyanga noma incabano mayelana nemphahla lengiyitsengile noma lamanye emathranzekshini lakhonjisiwe kuso, ngitawatisa i-Identity kungakapheli emalanga lange-60 eelusuku lwaleso sitatimende lesitsite.

## 15. Kwelulekwa ngeSikweleti

Lenzima lena isebenta kuphela kuma-akhawunti lavulwe eNingizimu Afrika.

Ngiyacinisekisa kutsi ngalesikhatsi ngifaka sicelo se-Akhawunti yami yase-Identity simo sami setikweleti besingekho ngaphasi kwekuhlolwa noma kubuyeketwa ngumeluleki wetikweleti njengoba kuhlosiwe kusigaba se-86 seMtsetfo waVelonkhe weTikweleti. Ngiyavisisa kutsi ngalesinye sikhatsi ngingatsintsa umeluleki wetikweleti kutsi angisite ngekulawula tikweleti tami.

Inchubo lefanele kutsi ilandzelwe ngulena:

15.1. Kutsintsa noma ngabe ngumuphi umeluleki wetikweleti.

15.2. Kukhokha imali lencunyiwe bese ugcwalisa lifomu loliniketwa ngumeluleki wetikweleti.

15.3. Lomeluleki wetikweleti utawenta lubuyeketo lwetikweleti bese utsatsa sincumo mayela nekutsi kunikwa Sikweleti kwaba budlabha.

15.4. Uma ngabe bengingakanganywa tikweleti ngalesikhatsi kuphetfwa Sikweleti, umeluleki wetikweleti utawuyekela lenchubo yelubuyeketo futsi sibopho sami ne-Identity sitawuchubeka.

15.5. Uma ngabe bengenganywe tikweleti ngesikhatsi nginikwa leSikweleti, umeluleki wetikweleti utawenta sincomo bese wendlulisela loludzaba eNkantolo noma kuMkhandlu wetikweleti lofanele kute kutfolakale imvume yekutsi kumenyetelwe kutsi leso sikweleti saniketwa budlabha.

15.6. Uma ngabe angikenganywa tikweleti, kepha umeluleki wetikweleti ukholelwa ekutsini ngitawuba nebulukhuni ekwenetiseni sikweleti sami, umeluleki wetikweleti angabeka umbono wekutsi mine kanye ne-Identity sifanele kutsi sicabange sibuye sivumelane ngeluhlelo lwekukhokha lesikweleti.

## 16. Emacembu neBubanti beKusebenta kweSivumelwane

16.1. Ngiyavisisa kutsi:

16.1.1. Umnikisikweleti/umbolekisimali ngekwemibandzela yeSivumelwane seSikweleti:

16.1.1.1. uma ngabe I-akhawunti yami ngayivula eNingizimu Afrika (inombolo yekubhalisa 1940/013923/06) yeTruworths Limited, lengumtfulintisa lobolekisa ngemali lobhaliswe ngaphansi kwalenombolo-NCRC45;

16.1.1.2. uma ngabe I-akhawunti yami ngayivula eNamibia (inombolo yekubhalisa-492) yeTruworths (Namibia) Limited;

16.1.1.3. uma ngabe I-akhawunti yami ngayivula eSwaziland (inombolo yekubhalisa-108/1961) yeTruworths (Swaziland) Limited;

16.1.1.4. uma ngabe I-akhawunti yami ngayivula eBotswana (inombolo yekubhalisa-CO2007/5848) yeTruworths Botswana (Pty) Limited;

yase No. 1 Mostert Street, Cape Town, South Africa (lebitwa lapha kuledokhumenti ngekutsi “yi-Identity”).

16.1.2. Ngingumtsengi/umemukelisikweleti futsi emakheli ami angalendlela lengiwabhale ngayo kuKhotheshini noma kuSicelo sami noma lachitjelwe ngimi ekuhambeni kwesikhatsi ngesatiso lesibhalwe phasi lesiya ka-Identity.

16.1.3. Kute imali lengiyikhokhile, noma lekudzingeka kutsi ngiyikhokhe njengekukhokha kwekucala (kk. njengediphozithi) ngekwemibandzela yeSivumelwane seSikweleti.

16.1.4. LeSivumelwane seSikweleti siphatselene netimphahla tefashini nekwekutihlobisa, kufaka ekhatsi ijuwelali, kwekutimonyonga nemikhicito yabomakhalekhikhini kanye/noma ngumuphi lomunye umkhicito noma tinsita, letichazwe kuma-inivoyisi langanikwa wona ngemuva kwekutsi ngitsenge etitolo taka-Identity kanye/noma kuwebhusayithi yaka-Identity.

16.2. Ngiyacinisekisa kutsi nginawo emandla emtsetfo kutsi ngingene kuSivumelwane.

## 17. Kukhokhela Sonkhe Sikweleti Ngembi Kwesikhatsi Lesibekiwe

Ngiyavisisa kutsi nganoma ngusiphi sikhatsi ngingasikhokhela sonkhe Sivumelwane seSikweleti saka-Identity ngekutsi ngikhokhele i-Identity ngembi kwesikhatsi lesibekiwe yonkhe imali lengiyikweletako lengitawube ngiyikweleta ngesikhatsi ngiyikhokha yonkhe. Imali yekukhokhela sonkhe sikweleti ifaka ekhatsi imali lengakakhokhwa yesikweleti lesikhulu (lekuyimali lekwelwetwako kepha lengafaki ekhatsi intalo naletinye tinhlawulo letikusitatimende sami) kanye nanoma nguyiphi intalo noma letinye tinhlawulo lesetigcogceke kwate kwayofika lusuku lwekukhokhela sonkhe sikweleti.

## 18. Umtsengi Uvala I-akhawunti

Ngiyavisisa kutsi nganoma ngusiphi sikhatsi ngingasincamula Sivumelwane seSikweleti sami saka-Identity ngekutsi ngikhokhele i-Identity yonkhe imali lengiyikweletako (njengoba kushiwo ngetulu) lengiyikweletako ku-Akhawunti yami ngelusuku lwekusincamula. Uma ngabe kute imali lengiyikweletako ngiyavisisa kutsi ngifanele kutsi ngatise i-Identity ngenhloso yami yekuncamula Sivumelwane seSikweleti.

## 19. Umtsengi Uncuma Umkhawulo weSikweleti kanye /noma Umkhawulo we-Akhawunti

Ngiyavisisa futsi kutsi ngingabhalela i-Identity nanoma ngunini satiso sekunciphisa Umkhawulo weSikweleti kanye/noma Umkhawulo we-Akhawunti lofanele Sikweleti sami, noma ngincume

Umkhawulo weSikweleti kanye/noma Umkhawulo we-Akhawunti lengilungelekwemukelwa kuleSikweleti.

## 20. Kuchitjelwa kweSivumelwane

I-Identity ngekubhala satiso lokungenani semalanga ekusebenta lasihlanu (5) ingayichibela lemigomo nemibandzela kuphela nje uma ngabe leto tingucuko tinciphisa kukhokha kwami ngaphasi kweSivumelwane seSikweleti ne-Identity, kanye/noma ivele nje ikhuphule Umkhawulo weSikweleti lofanele Sikweleti sami kanye ngemnyaka uma ngabe ngikhetse kanjalo. Nanoma ngutiphi letinye tingucuko kuSivumelwane seSikweleti sami sitawentiwa ngekuvumelana bubili emkhatsini wami ne-Identity futsi titawubhalwa phasi.

## 21. Kuyekela Sivumelwane

I-Identity ingaba nelilungelo, ngaphandle kwekungatisa, lekwendlulisa nanoma nguliphi lemalungelo ayo bese yendlulisa nanoma ngutiphi tibopho tayo ngekwemibandzela yaleSivumelwane seSikweleti itendlulisele kumuntfu wesitsatfu.

## 22. Kudzalula Mayelana neTivumelwane Letaphetfwa Ngembi Kwamhla Lulunye (1) Inhlaba 2007

Uma ngabe Sivumelwane seSikweleti sami sentiwa ngembi kwamhla lulunye (1) Inhlaba 2007 kubhalwe kanjalo ngoba lesikweleti langanikwa sona besiluhlobo lweMalimboleko lejikeletako, lolwatiso lolulandzelako alwatiwa kwamanje futsi angeke lutfolakale ngembi kwesikhatsi:

22.1. Intsengo yayo yonkhe imphahla lengitawutsengiselwa yona yi-Identity ngesikhatsi saleMalimboleko lejikeletako.

22.2. Imali yaletinye tinhlawulo lekukhulunywe ngato kuledokhumenti letawenta incenye yalebhalansi lengiyikweletako.

22.3. Incenye lefanele yebhalansi lengiyikweletako leyenta sikweleti lesikhulu.

22.4. Imali yentalo noma tinhlawulo temali letitawukhokhelwa incenye lefanele yebhalansi lengiyikweletako ngekwemibandzela yendzima ye-4 yaledokhumenti.

22.5. Silinganisontalo lengitawukhokhiswa sona. lesatiwa ngekutsi, silinganisontalo setimali temnyaka, ngekwendzima ye-4 yaledokhumenti yencenye lefanele yebhalansi lengiyikweletako.

22.6. Tinsuku, linani letinyanga nemanani emali yesitolimenti senyanga lapho khona ngitawube ngikhokha ibhalansi lengiyikweletako.

## 23. Luhlelo Lwekuklommelisa

Bonkhe banikati bema-akhawunti kanye nabo bonkhe bafakiticelo tema-akhawunti (loku lokushiwo ekugcineni kuya ngemigomo nemibandzela lechubekako kepha akunandzaba nekutsi sikweleti siyatfolakala noma cha) bavele nje bafanelwe kuLuhlelo Lwekuklonyeliswa lwaka-Identity.

#### 24. Kwehluleka

Esehlakalweni lapho khona munye noma ngetulu yemibandzela lecuketfwe kuSivumelwane seSikweleti kuyenteka kutsi nganoma ngusiphi sizatfu itsatfwa ngekutsi ayisebenti, ayikho emtsetfweni noma ayiciniseki nganoma ngabe nguyiphi lenye indlela, njengekungalungi, kungabi semtsetfweni noma kungaciniseki angeke kutsintse leminywe imigomo yaleSivumelwane seSikweleti, lokutawutsatfwa sengatsi ngumgomo longasebenti, longekho emtsetfweni noma longaciniseki longatange uphetfwe, futsi leSivumelwane seSikweleti sitawucala kusebenta ngekuya kwemibandzela nenhloso yaso yekucala.

#### 25. Kudzalula ngekweMibandzela yeMtsetfo weKuvikela Batsengi

I-Identity isebenta eNingizimu Afrika njengemmeli wenkampani yemshwalensi iHollard Life Assurance Company Limited and The Hollard Life Insurance Company Limited ekukhutsateni nasekunikaneni Umshwalensi weKuvikela lbhalansi ye-Akhawunti kanye neMshwalensi waBomakhalekhikhini ngalokufanako. Lapha iniketa lwatiso lolwengetiwe lolungakaniketwa lapha ngetulu, njengoba kudzingwa sigaba se-27 seMtsetfo weKuvikela Batsengi kanye nemtsetfosimiso we-9 weMitsetfotimiso.

I-Identity ingatsintfwa ku:

Lucingo: +27 (0)21 460 2400

Likheli Lekuposa: PO Box 4775, Cape Town, 8000, South Africa

Ifeksi: +27 (0)21 460 7277

Likheli Lencwadzigezi: [services@identity.co.za](mailto:services@identity.co.za)

Sikhulu lesichumana nemmango saka-Identity ngu-Reon Smit, noma loyo lomlandzelako ngekwesikhundla, lingatsintfwa ku: +27 (0)21 460 7911.

ID/TC/S/06/2021



## IDENTITY LOYALTY PROGRAM

Identity Retailing (Pty) Ltd: Reg. no. 1965/001234/07 (if my Account is opened in South Africa); No. 1 Mostert Street, Cape Town, South Africa (hereafter referred to as "Identity") The Identity Loyalty s Program (hereafter referred to as" LP") Terms and Conditions (the "LP Terms")

1. The LP is not a points-based program. The benefits are at Identity's discretion and may include promotions, communications and other benefits. The nature, extent, applicability and frequency of these benefits will be determined by Identity and communicated to qualifying LP participants from time to time.
2. The LP may or may not operate using a card. This will be at the sole discretion of Identity. You will need to provide identification details (identity number or cell phone number) each time you transact in order to be eligible to receive benefits.
3. All current Identity account holders and all applicants for credit (the latter subject to the further terms and conditions herein but irrespective of whether or not credit is in fact granted) are automatically regarded as participants in the LP unless they elect not to by advising Identity accordingly.
4. All participants in the LP must be 18 years or older and resident in South Africa.
5. New participants can apply in store, via SMS, online or accept an offer to apply by providing the necessary information required to participate in the LP.
6. Activation of a new participant in the LP is on identification at the till, via SMS, or online.
7. In order to participate in the LP, you agree to be bound by the LP Terms. These LP Terms may vary from time to time and amendments will be updated and made available on the Identity website.
8. By agreeing to the LP Terms, you agree that Identity will own your personal information as provided to us, and will have the right to communicate with you using this information.
9. We may use your personal information and purchasing information in conjunction with information about you provided by third parties, for market and product analysis, and for the purpose of generating statistical reports for internal and external use. These reports will use personal information only in a way that you cannot be specifically identified.
10. We may use your personal information to conduct a credit bureau check for the purpose of potentially offering you an Identity account or an account for any other brand in the Identity group, if you do not already have one.
11. Certain benefits will only be sent to you by email, SMS or post. Be sure to provide us with your latest email, cell phone number and postal address to avoid missing out on such benefits. For those account holders who have opted out of receiving marketing material from Identity, please note that you may miss out on LP benefits.

12. If you have an Identity account we reserve the right to withhold/terminate any benefits as a consequence of your account being in arrears.

13. Please note that not all products on promotion in terms of the LP may be available in all stores and special offers may vary from store to store and change without notice.

14. Identity accepts no responsibility whatsoever for any benefit sent by email, SMS or post which is not received as a result of your providing us with an incorrect cell phone number, email or postal address or as a result of circumstances over which Identity has no control.

15. We may in our discretion withdraw, cease or amend any benefit offered in terms of the LP at any stage.

16. We reserve the right to terminate the LP at any stage without reason.

17. Where any secondary cards have been issued in relation to any Identity account, LP benefits will accrue to the primary account holder but can be accrued by the secondary account holder and used by the secondary account card holder.

18. For additional information or any queries, please phone 0861 433 684 or visit [identity.co.za](http://identity.co.za)

Identity Retailing (Pty) Ltd: Reg. no. 1965/001234/07

No. 1 Mostert Street, Cape Town, South Africa (hereafter referred to as "Identity")

## LAYBY AGREEMENT TERMS AND CONDITIONS OF SALE AND PAYMENT

1. Identity Retailing (Pty) Limited ("Identity") agrees to sell particular goods ("Layby Goods") to you ("the Purchaser"), to accept payment from you for the Layby Goods by way of an initial deposit and monthly installments and to hold the Layby Goods until the purchase price for the Layby Goods has been paid and the Purchaser agrees that such arrangement is subject to the terms and conditions as set out below ("Layby Agreement").
2. A minimum deposit of 10% (ten percent) of the purchase price of the Layby Goods is required when entering into this Layby Agreement. The Purchaser may pay a bigger deposit than 10%.
3. The Purchaser must then make a minimum of one payment per month, each of 30% of the purchase price, until the Layby Goods are paid for in full. The Purchaser is entitled to pay a higher percentage or more frequently.
4. The total period for the Layby is 90 days and payment of the purchase price in full is due on a date no later than 90 days from the date of first entering into the Layby Agreement ("Final Payment Date").
5. All Layby Goods purchased in terms of a single Layby Agreement must be fully paid for by and collected on the Final Payment Date. No partial completion, payment or collection is permitted. The Layby Goods will not be released to the Purchaser until the purchase price payable under the Layby Agreement has been settled in full.
6. The minimum total purchase price of Layby Goods necessary to enter into a Layby Agreement is R250 (including VAT) and the maximum total purchase price is R2500 (including VAT).
7. At Identity's discretion, certain merchandise, including but not limited to airtime, gift cards, fine jewellery and other branded products may not qualify for purchase as Layby Goods via a Layby Agreement.
8. If the Purchaser terminates the Layby Agreement before the Final Payment Date, Identity reserves the right to charge a cancellation penalty, the amount of which will be advised at the time of entering into the Layby Agreement and is subject to a regulatory maximum.
9. Identity will not charge a cancellation penalty if the Purchaser's failure to complete the Layby Agreement is due to the Purchaser's death or hospitalization and proof of such death or hospitalization will need to be provided before the penalty is waived.
10. Should the purchase price of the Layby Goods not be settled in full and/or the Layby Goods not be collected by the Final Payment Date, this Layby Agreement will automatically terminate. In this event, Identity reserves the right to place the Layby Goods back into stock for resale and to refund the Purchaser any payments made by the Purchaser to Identity, less any applicable penalty. No interest will apply. In such instance the Purchaser shall have no further recourse against Identity in relation to the Layby Goods or under the Layby Agreement generally.
11. The Layby Goods will remain the property of Identity until such time that their purchase price is paid for in full and the Layby Goods are collected by the Purchaser.

12. The Purchaser must have the legally required capacity to enter into and be bound by these terms and conditions.

13. Identity will require proof of the Purchaser's identity to initiate and complete the Layby Agreement and when the Layby Goods are collected.

14. The Layby Agreement is regulated in accordance with any applicable consumer protection legislation or relevant laws of the country in which the agreement was made.

15. All Purchasers are automatically eligible to participate in the Identity Rewards Program.

16. The Purchaser agrees that Identity may request and receive any of their consumer credit information from any credit bureau, other register or any third party at any time, including requesting a bureau score and confirming that this consent also covers such information that has already been received by Identity. The Purchaser understands and agrees that their consumer credit information may be used by Identity for marketing and ancillary purposes and for risk and analytical evaluation and scoring and the general purposes of the Identity's business.

OCTOBER 2018