

# Business Classic, Gold and Garage Card Application form



Please complete this form in **BLOCK** letters and hand it in at your nearest Nedbank branch or fax it to 0861 102 048.

In terms of the Financial Intelligence Centre Act (FICA) 38 of 2001 you are required to identify yourself and provide us with documents that will enable us to verify your personal and/or business details, failing which we shall be unable, by law, to enter into a business relationship with you and shall not be in a position to hand over the card to you.

# NEDBANK

Nedbank Limited Reg No 1951/000009/06.  
We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services. We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP16).

## 1 QUALIFYING CRITERIA

For entities with an annual turnover up to R50 million:

- The minimum annual business turnover required is R360 000.
- The minimum years required in business is two years.
- You may be required to provide signed (and audited, if applicable to the legal entity of your business) financial results as well as a signed resolution appointing authorised signatories for the business. We will contact you if this is the case.
- If applying for additional cards to be linked to an existing Nedbank business credit card account, you only need to complete from section 14 onwards.

Please submit the following relevant documents with your application:

Legal entity	Financials	Personal assets and liabilities	Resolution, statements, constitution or partnership agreement
Sole proprietorship	Signed.	Yes	
Partnership	Signed.	Yes	Resolution and partnership agreement.
Close corporation	Signed.		Resolution, founding statement, CK1 and/or CK2.
(Pty) Ltd/ Limited/ Incorporated	Signed and audited.		Resolution.
Trust	Signed and audited.		Trust deed and resolution.
Section 21	Signed and audited.		Resolution and constitution.

## 2 PRODUCT REQUIREMENTS

Classic Business Card       Gold Business Card

Nedbank Garage Card  
(Please note that you can have a garage and a business credit card linked to the same account.)

Credit limit required      R \_\_\_\_\_

Please indicate your preference in the management of your spend limits (applies to business and cardholder spend limits):

- I/We hereby request and authorise Nedbank to perform automatic annual adjustments to the spend limits on our account.
- I/We require future adjustments to our spend limits by agreement only.

## 3 BUSINESS DETAILS

Registered name of business \_\_\_\_\_

Business registration number \_\_\_\_\_  
Business registration date \_\_\_\_\_  
Business VAT number \_\_\_\_\_  
Trading name \_\_\_\_\_

Number of years in business \_\_\_\_\_

Nature of business \_\_\_\_\_

Type of business:

- Sole proprietor       Partnership       CC  
 (Pty) Limited       Foreign company       Limited  
 Trust < 3 trustees       Trust > 2 trustees

Other Specify \_\_\_\_\_

Industry sector (eg construction) \_\_\_\_\_

Financial year-end (dd/mm) \_\_\_\_\_

## 4 PREFERRED LANGUAGE

What is your preferred language?       English  
 Afrikaans       Sotho       Xhosa  
 Zulu

If for some reason it is not possible for Nedbank to communicate with you in your preferred language, we will communicate with you in English.

## 5 BUSINESS CONTACT DETAILS

Registered business address \_\_\_\_\_

Suburb \_\_\_\_\_

City \_\_\_\_\_ Postcode \_\_\_\_\_

Country \_\_\_\_\_

**Postal address** \_\_\_\_\_  
 \_\_\_\_\_  
 Suburb \_\_\_\_\_  
 City \_\_\_\_\_ Postcode \_\_\_\_\_  
 Country \_\_\_\_\_

**Physical address** \_\_\_\_\_  
 \_\_\_\_\_  
 Suburb \_\_\_\_\_  
 City \_\_\_\_\_ Postcode \_\_\_\_\_  
 Country \_\_\_\_\_  
 Tel no (and dialling code) \_\_\_\_\_  
 Fax no (and dialling code) \_\_\_\_\_  
 Email \_\_\_\_\_

**DETAILS OF CONTACT PERSON WITHIN THE ORGANISATION** (card administrator)

Name \_\_\_\_\_  
 Tel no (and dialling code) \_\_\_\_\_  
 Fax no (and dialling code) \_\_\_\_\_  
 Cell \_\_\_\_\_  
 Email \_\_\_\_\_

**6 BUSINESS FINANCIAL INFORMATION \***

Annual gross business turnover R \_\_\_\_\_  
 Annual revenue R \_\_\_\_\_  
 Annual net profit R \_\_\_\_\_  
 Other annual income R \_\_\_\_\_  
 Net business assets R \_\_\_\_\_  
 Current monthly business expenditure R \_\_\_\_\_  
 Current monthly debt repayments R \_\_\_\_\_  
 Other suretyships or liabilities R \_\_\_\_\_

\* Full financials are required when submitting your application.

**COMPANY BANKING DETAILS**

Bank name \_\_\_\_\_  
 Branch name \_\_\_\_\_ Branch Code: \_\_\_\_\_  
 Account number: \_\_\_\_\_  
 Account type:  Current  Savings

**7 ACCOUNT STRUCTURE AND PAYMENTS**

Number of individuals who will be issued with cards \_\_\_\_\_  
 On which day of the month would you like your card statements to be generated?  
 1  4  7  10  13  
 16  19  22  25  28  
 Please send statements to:  Business  Cardholder  
 Both  
 Please send statements via:  Email  Post  
 Both (additional charge will apply)

**8 AUTOMATIC PAYMENT ORDER**

Would you like the convenience of an automatic payment order?  Yes  No  
 If yes, complete the following:

Bank name \_\_\_\_\_  
 Branch name \_\_\_\_\_ Branch code \_\_\_\_\_  
 Account name \_\_\_\_\_  
 Bank account number \_\_\_\_\_  
 Account type  Current  Savings  
 I would prefer the monthly repayment to be debited against this account on:  Statement date  Due date  
 Specific number of days after statement (if less than 25). Please specify:    
 Signature of accountholder \_\_\_\_\_ Date (ddmmyyyy) \_\_\_\_\_

**9 COMMUNICATION**

9.1 Would you like to be informed of any of our group's\* new products or services?  Yes  No  
 9.2 Would you like to be informed of any of our group's\* exclusive deals with third-party organisations?  Yes  No  
 9.3 Would you like to be included in any of our group's\* client research or surveys? (Nedbank only uses reputable research organisations.)  Yes  No  
 9.4 Please tick which channels you would prefer us to use when communicating the above to you:  
 All  Email  SMS  
 Direct mail  Telephone  Other

\* Group refers to Nedbank Group Limited and all its subsidiaries and associates, as well as Old Mutual plc and all its subsidiaries and associates.

**10 AUTHORISED SIGNATORY**

- I/We warrant that the authorised signatory/signatories below is/are duly authorised by the business to sign the application and bind the business to the terms and conditions of use.
- I/We agree to provide Nedbank with a resolution issued by the business confirming the appointment of the signatories as authorised signatories should this be required at any time during the Card Agreement.
- I/We hereby consent to information being provided to third parties that Nedbank has contracted with in order to facilitate the value-added benefits included in this product.
- I/We hereby warrant that I/we have fully and truthfully answered your questions and responded to requests for information as part of this assessment process.
- Please tick the requirement:
  - Only one authorised signature is required on any documentation related to the card agreement in order to bind the business to the applicable terms and conditions of use. (Only complete 'Authorised signatory 1' below.)
  - One of two authorised signatures are required on any documentation related to the card agreement in order to bind the business to the applicable terms and conditions of use. (Complete 'Authorised signatory 1' and 'Authorised signatory 2' below.)
  - Two authorised signatures are required on any documentation related to the card agreement in order to bind the business to the applicable terms and conditions of use. (Complete 'Authorised signatory 1' and 'Authorised signatory 2' below.)

**Authorised signatory 1**

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

ID no \_\_\_\_\_

Date of birth \_\_\_\_\_

If not a South African resident:

Nationality \_\_\_\_\_ Passport no \_\_\_\_\_

Position held in business \_\_\_\_\_

**Signature** \_\_\_\_\_ Date (ddmmyyyy) \_\_\_\_\_

**Authorised signatory 2**

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

ID no \_\_\_\_\_

Date of birth \_\_\_\_\_

If not a South African resident:

Nationality \_\_\_\_\_ Passport no \_\_\_\_\_

Position held in business \_\_\_\_\_

**Signature** \_\_\_\_\_ Date (ddmmyyyy) \_\_\_\_\_

be authorised to sign the Nedbank Card application(s) on the business's behalf, as well as any other subsequent written documentation submitted to Nedbank Card Services. In addition, he/she/they is/are hereby authorised to bind the business as coprincipal debtor to all the relevant terms and conditions of use of the card facility.

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

ID no \_\_\_\_\_

Position held in business \_\_\_\_\_

**Signature** \_\_\_\_\_

**12 BANK USE ONLY**

Date \_\_\_\_\_ Client CIS no \_\_\_\_\_

DCAR number \_\_\_\_\_

Banker/Sales consultant name \_\_\_\_\_

Banker/Sales consultant

Employee no \_\_\_\_\_

FICA documents obtained?  Yes  No

**11 DIRECTORS'/MEMBERS' RESOLUTION TO APPOINT ABOVE AUTHORISED SIGNATORY**

(Required for all legal entities other than sole proprietorships where the estimated spend is greater than R200 000 a month.)

**Extract from the minutes of a meeting of the business:**

Name \_\_\_\_\_

held at \_\_\_\_\_

dated: \_\_\_\_\_

RESOLVED THAT (full names) \_\_\_\_\_

in his/her capacity as (job title) \_\_\_\_\_

AND  / OR

(full names) \_\_\_\_\_

in his/her capacity as (job title) \_\_\_\_\_



## 16 CREDIT CARD ACCOUNT AGREEMENT

I, the undersigned Cardholder:

- agree that the card is subject to the relevant terms and conditions of use, which I have read and understood prior to submitting this application and accept as binding on me;
- further agree that I am jointly and severally liable with the business as coprincipal debtor in respect of the terms and conditions of use of the card facility;
- hereby warrant that I have fully and truthfully answered all your questions and responded to requests for information as part of this assessment process.
- hereby consent to information being provided to third parties that Nedbank has contracted with in order to facilitate the value-added benefits included in this product; and
- agree that if I have elected to join the Nedbank Greenbacks rewards programme, that I will be liable to pay the Greenbacks programme fee for each account on an annual basis, and that I am bound by the Nedbank Greenbacks Terms and Conditions which can be found at: [www.nedbankgreenbacks.co.za](http://www.nedbankgreenbacks.co.za) or your nearest Nedbank branch

Signature of  
card applicant

\_\_\_\_\_

Date (ddmmyyyy)

\_\_\_\_\_

Signature of spouse  
(if married in COP)

\_\_\_\_\_

Date (ddmmyyyy)

\_\_\_\_\_

Authorised signatory 1

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

Position in business \_\_\_\_\_

Signature \_\_\_\_\_ Date (ddmmyyyy) \_\_\_\_\_

Authorised signatory 2

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

Position in business \_\_\_\_\_

Signature \_\_\_\_\_ Date (ddmmyyyy) \_\_\_\_\_

## 17 BANK USE ONLY

Date \_\_\_\_\_ Client CIS no \_\_\_\_\_

DCAR number \_\_\_\_\_

Banker/Sales consultant name \_\_\_\_\_

Banker/Sales consultant employee no \_\_\_\_\_

## 18 DIRECTORS'/MEMBERS' RESOLUTION TO APPOINT ABOVE AUTHORISED SIGNATORY

**(Please complete if company authorised signatory has changed – for all legal entities other than sole proprietorships where the estimated spend is greater than R200 000 a month.)**

**Extract from the minutes of a meeting of the business:**

Name \_\_\_\_\_

held at \_\_\_\_\_

on \_\_\_\_\_

RESOLVED THAT (full names) \_\_\_\_\_

in his/her capacity as (job title) \_\_\_\_\_

AND  / OR

(full names) \_\_\_\_\_

in his/her capacity as (job title) \_\_\_\_\_

be authorised to sign the Nedbank Card application(s) on the business's behalf, as well as any other subsequent written documentation submitted to Nedbank Card Services. In addition, he/she/they is/are hereby authorised to bind the business as coprincipal debtor to all the relevant terms and conditions of use of the card facility.

Title \_\_\_\_\_ First name(s) \_\_\_\_\_

Surname \_\_\_\_\_

ID no \_\_\_\_\_

Position held in business \_\_\_\_\_

Signature \_\_\_\_\_

**Please fax this form to 0861 102 048.**

**TERMS AND CONDITIONS OF USE FOR NEDBANK CORPORATE AND BUSINESS CARDS FALLING OUTSIDE THE AMBIT OF THE NATIONAL CREDIT ACT OF 2005**

Nedbank Business Cards, Card Numbers and credit facilities are granted by us at our sole discretion and all applications are processed and approved in Johannesburg. The dispatch of the Card to the Business and/or the employee or, in the case of a Card Number, the dispatch of the notification of the Card Number to

**the Business and/or the employee will constitute our acceptance of the particular application, subject to the terms and conditions of use set out below.**

## 1 DEFINITIONS

In these terms and conditions of use, unless the context indicates the contrary:

- 1.1 **ATM** means an automated teller machine;
- 1.2 **Authorised Representative** means the service establishment or supplier who is stated on the application form as an authorised representative;
- 1.3 **Business** means the business named on the Card application form and the entity that hereby applies for Cards and/or Card Numbers and Facilities;
- 1.4 **Business Account** means an account created by us in the name of the Business, which account is used to consolidate all accounts owing in respect of card accounts in the name of the employees of the Business;
- 1.5 **Card** means the American Express® Corporate, Business Travel Account, Telecommunications, Meeting, Procurement, Business Gold, Personal Travel or suppressed Card and Nedbank Corporate, Procurement, Business or Garage Card, which may be CHIP & PIN-enabled:
  - 1.5.1 issued by us at our sole discretion for use by the Business's employee named on the Card; and
  - 1.5.2 where applicable, lodged with and used by an Authorised Representative and identified as a duplicate Card;
- 1.6 **Card Account** means the Card account in the name of the Business linked to the Card issued by us, or against which Card Transactions are debited;
- 1.7 **Card Limit** means the maximum amount which we at our sole discretion may make available to a Cardholder to spend in respect of the Card issued to the Cardholder, provided that the limit will not exceed the amount of the Facility;
- 1.8 **Cardholder** means the employee of the Business who is the holder of, or is issued with, a Card and/or a Card Number;
- 1.9 **Card Number** means the number that:
  - 1.9.1 is embossed on the Card and by which the Card is identified; or
  - 1.9.2 we may issue to the Business and which may be furnished to suppliers or Service Establishments to effect Card Transactions;
- 1.10 **Card Transaction** means any commercial transaction, cash withdrawal transaction or deposit transaction made:
  - 1.10.1 with the Card from or to the Card Account by using an ATM or other electronic or other device; or
  - 1.10.2 by furnishing the Card Number to a Service Establishment or supplier; or
  - 1.10.3 from or to the Card Account by using an electronic or other device, or the internet, to input the Card Number;
- 1.11 **Chip** means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions;
- 1.12 **CHIP & PIN card** means a plastic card, commonly called a chip card, with an embedded Chip that communicates information to a point-of-transaction terminal and/or other electronic device;
- 1.13 **Conversion Fee** means a fee to cover global fluctuations in the currency market. Any charge that is made in a foreign currency other than US dollar will, when the conversion is done, be converted into US dollar before being converted into South African rand and will attract a currency Conversion Fee;
- 1.14 **Common Monetary Area** means states neighbouring South Africa whose currency is linked directly to the South African rand;
- 1.15 **CVV** means card verification value;
- 1.16 **Expenditure Limit** is variable and is reviewed regularly based on a number of factors, including your credit record, account history, spending patterns and our current understanding of your financial resources;
- 1.17 **Facility** means a facility that we alone may decide to make available to the Business for each Card or Card Number issued, subject to these terms and conditions of use. We will determine the amount of this facility. The purpose of this facility is to cover the full amount used by the Cardholder on the Card or the Card Number for purchases or services, or that is withdrawn by the Cardholder from the Card Account in circumstances where sufficient cash funds are available in the Card Account;
- 1.18 **Liability Structure** means the form of liability that was adopted when the Card agreement between the Business and/or the Cardholder and us was initially concluded;
- 1.19 **Overdue Amount** means that portion of any amount payable that appears on the Card Account statement that is not paid prior to or on the payment date recorded on the statement;
- 1.20 **PIN** means a personal identification number, which is a secret number selected by the Cardholder and which only the Cardholder knows. This number must be encoded on the Card by us and is used as a means of user identification;
- 1.21 **Related Invoices** means invoices from external service providers, including but is not limited to travel management, car hire and hotel companies invoices;

- 1.22 **Service Establishment** means the supplier of goods and services purchased or acquired by the Cardholder by using the Card and/or the PIN, and includes any merchant performing the same service; and
- 1.23 **we, us and our** mean and refer to Nedbank Limited Reg No 1951/000009/06, who *inter alia* operates American Express® Cards under licence in South Africa, of 135 Rivonia Road, Sandown, Sandton, and its successors in title and assigns.
- 2 APPLICATION FOR A CARD ACCOUNT**
- 2.1 By completing an application for the issue of a Card, a Card Number and/or the granting of a Facility, and causing it to be submitted to us, the Business and the Cardholder are requesting us to conclude an agreement with them.
- 2.2 Regardless of how the application is received by us, whether by hand, by post, via a courier or via any electronic medium, our Card Division, situated in Johannesburg, will consider the application.
- 2.3 This application is subject to us identifying and verifying all parties to the agreement, in terms of the Financial Intelligence Centre Act, 38 of 2001. All parties will therefore be required to provide us with documents that will enable us to identify these parties as outlined in the Financial Intelligence Centre Act. Without providing us with this information and documentation, the application will not be considered and no Card will be released or handed over to the Business. Should the Business's and/or the Cardholder's details change, the Business and/or the Cardholder will be required to provide us with new relevant documents, as required by the Financial Intelligence Centre Act.
- 2.4 The application will be assessed and, if approved, will be processed at our offices in Johannesburg.
- 2.5 If the application is approved, a Card account will be opened in the name of the Business and/or the Cardholder under the Liability Structure of corporate liability or joint and several liability in terms of our agreement with the Business.
- 3 USE OF THE CARD AND CARD NUMBER**
- 3.1 The Cardholder must, immediately on receipt of the Card, sign the Card in the space provided thereon with a ballpoint pen.
- 3.2 The Card may be used only by the Cardholder, except in the case of American Express® Business Travel Account and Personal Travel Cards, which may be used only by an Authorised Representative.
- 3.3 The Card may only be used within the Expenditure Limit as well as the Card Limit. While we will exercise due care to ensure that the Expenditure Limit and the Card Limit are not exceeded, we will not accept any responsibility or liability should the Expenditure Limit or the Card Limit be exceeded for any reason whatever.
- 3.4 Card Numbers that are issued specifically for use at identified suppliers and Service Establishments may be furnished to such suppliers and Service Establishments only for payment of goods and services supplied by such suppliers and Service Establishments.
- 3.5 American Express® Business Travel Account and Personal Travel Cards may be used by the Authorised Representative only to sign, on behalf of the Business, for goods and/or services provided by the Authorised Representative as stipulated in the agreement between the Business and the Authorised Representative and to debit such Card Transactions to the Card Account.
- 3.6 Should we receive a written request from the Business to amend or remove the Authorised Representative, as stipulated in the agreement between the Business and us, the amendment will come into effect at the time that we receive such written notification at our Card offices in Johannesburg. From the time that the amendment of the Authorised Representative becomes effective the Authorised Representative, as originally stipulated in the agreement before the amendment came into effect, will cease to be recognised as an Authorised Representative or third party under the aforesaid agreement.
- 3.7 Neither the Business nor the Cardholder may cede or delegate any rights or obligations arising out of these terms and conditions of use in respect of the Card, the Card Account, the Card Number and/or the Facility.
- 3.8 The Card and the Card Number are valid from the time they are issued, or from the first day of the 'valid from' date on the Card, as the case may be, until they expire, until the Facility is cancelled or until the Card Account is closed for whatever reason. If we process a Card Transaction after the Card and/or the Card Number has expired or the Facility has been cancelled, it does not mean that we have extended the validity term of the Card and/or the Card Number.
- 3.9 We are the owners of the Card and/or the Card Number and when the Facility and/or the Card Number is cancelled or the Card Account is closed for whatever reason, the Business and the Cardholder are responsible for ensuring that the Card is cut up and returned to us or to any person who is authorised to act on our behalf.
- 3.10 The Card may not be used for any illegal purposes or as payment for any illegal purchases.
- 3.11 When the Facility and/or the Card Number is cancelled, the Card Account is closed at the request of the Business or the mandate of the Authorised Representative is terminated for whatever reason, the Business and the Cardholder are responsible for ensuring that a written instruction to cancel the Card Number and/or close the Card Account is received by us.
- 3.12 The Cardholder is entitled, with the express permission of the Business, to draw cash with the Card up to an amount authorised by us.
- 3.13 Should the Cardholder cease to be employed with the Business for whatever reason, it is the responsibility of the Business to submit written notification to us informing us of the termination of the Cardholder's employment and requesting the cancellation of the Card and the Card Number. Should we not receive notification of the aforementioned, the Business shall be held liable for all transactions processed on the Card Account.
- 3.14 The Cardholder will receive a PIN, which, when selected by the Business, will enable the Cardholder to make deposits and/or withdraw cash and/or make use of services by means of the Card at compatible ATMs or other electronic devices.
- 3.15 The Business and the Cardholder must:
- 3.15.1 take proper care of the Card and/or the Card Number and do everything that is necessary to prevent the PIN from being lost, stolen or the PIN and the Card Number being used wrongly;
- 3.15.2 ensure that any record of the PIN is kept separate from the Card in a safe place; and
- 3.15.3 not allow anybody to obtain knowledge of the PIN
- 3.16 If the Card and/or the Card Number:
- 3.16.1 is lost, stolen or used wrongly; or
- 3.16.2 is used by any person other than the Cardholder and, in the case of American Express® Business Travel and Personal Travel Cards, if the Card and/or the Card Number is used by any person other than the Authorised Representative; the Business and/or the Cardholder must notify us immediately at our Card Division in Johannesburg. We must also be notified immediately if anyone other than the Cardholder obtains knowledge of the PIN and/or the Card Number or if there is reason to believe or suspect that this has happened. If we are notified verbally, such notification must be confirmed in writing within 24 (twenty-four) hours after the verbal notification. It is the responsibility of both the Business and the Cardholder to ensure that every written notice is received by us at our Card Division in Johannesburg.
- 3.17 The Business and/or the Cardholder shall be liable for, and must pay us all amounts arising out of all transactions occurring on the Card Account prior to receipt by us of written notification by the Business and/or the Cardholder that the Card and/or the Card Number has been lost or stolen, or that the Facility and/or the PIN is being used unlawfully.
- 3.18 The Business and/or the Cardholder shall be liable for, and must repay us all amounts we pay or have to pay if the Card and/or the Card Number is used before we have had reasonable time after notification to take the necessary action, whether the Card is used with or without the authority of the Business and/or the Cardholder.
- 3.19 Except where a Card Transaction is effected by means of the PIN or for a mail or telephone order, or where a Card Transaction is effected with an American Express® Business Travel Account and Personal Travel Card, the Cardholder must sign a sales voucher, a cash advance voucher or a refund voucher, as the case may be, every time the Cardholder uses the Card. By signing the voucher, the Cardholder confirms that the information on it is correct. The Business and the Cardholder shall be liable for and must repay us all amounts we pay or have to pay in respect of Card Transactions. If the Cardholder does not sign the relevant voucher(s), the Business and the Cardholder will still be liable to us.
- 3.20 When a Cardholder uses the Card outside the Common Monetary Area, a currency Conversion Fee will be charged for such transactions and/or for transactions concluded outside the borders of South Africa.
- 3.21 The Business and the Cardholder must be fully familiar with and comply with all the applicable exchange control regulations when the Cardholder uses the Card outside the Common Monetary Area. Card Transactions made in foreign currencies will be shown on the statement in South African rand.
- 3.22 We shall not be liable for any loss or theft resulting from the use of an ATM.
- 3.23 The Business and the Cardholder authorise us, which authorisation may not be cancelled:
- 3.23.1 to pay for purchases, services and cash advances obtained by means of the Card, with or without the PIN, and to debit the amount concerned to the Card Account;
- 3.23.2 to debit the Card Account with the amount of the sales receipt or cash advance receipt or any other cash amount withdrawn; and
- 3.23.3 to make the necessary entries to do the above and to reverse these entries when appropriate.
- 3.24 If we accept any sales voucher, cash advance voucher or other evidence of withdrawal of cash and/or purchase or we authorise a Card Transaction resulting in the Facility being exceeded, it will not mean that we have exercised our discretion to increase the Facility permanently.
- 3.25 We shall not in any way be liable to either the Business or the Cardholder if any Service Establishment or supplier does not accept the Card or if we refuse to authorise any Card Transaction.
- 3.26 If there are any claims or disputes between the Business and/or the Cardholder and any Service Establishment or supplier in respect of the nature, quality or quantity of any goods or services which the Business and/or the Cardholder obtained from such Service Establishment or supplier, our right to receive payment from the Business and the Cardholder will not be affected in any way, nor will it give anyone a right of setoff or counterclaim against us. Such claims or disputes should be taken up directly with such Service Establishment or supplier.
- 3.27 The Business and the Cardholder hereby acknowledge that:
- 3.27.1 the Authorised Representative is the agent of the Business;
- 3.27.2 no supplier or Service Establishment is our agent.
- 3.28 If a Service Establishment or supplier gives a refund, it will be credited to the Card Account only after we have received a properly issued refund from such Service Establishment or supplier.
- 3.29 Neither the Business nor the Cardholder will have the right to stop any payment we are making or which we are about to make in respect of any Card Transaction, nor will the Business or the Cardholder have the right to instruct us to reverse a payment which has already been made.
- 4 INTEREST AND OTHER CHARGES**
- 4.1 We pay interest on any daily credit balance on the Card Account at a rate which we determine and notify to the Business and/or the Cardholder from time to time. This interest is credited to the Card Account monthly on the statement date.
- 4.2 Subject to 4.4, the Business and/or the Cardholder must pay interest to us, calculated daily at the rate which we determine from time to time, on any debit balance on the Card Account resulting from Card Transactions, including, but not limited to, cash advances, travellers cheque purchases, casino chip purchases, fuel purchases and transfers from the Card Account, from the date of the Card Transaction to the date on which the full amount is credited to the Card Account.
- 4.3 The Business and the Cardholder must pay interest to us, calculated daily at the rate that we determine from time to time, on all Overdue Amounts.
- 4.4 In the event of short or late payment, interest will be levied on the full amount outstanding on the Card.
- 4.5 Notwithstanding anything herein contained, if the Business and/or the Cardholder pays the outstanding balance on the Card Account in full on or before the due date reflected on the monthly statement, we may decide not to charge interest in respect of Card Transactions (other than cash advances, cash withdrawals, casino chip purchases, travellers cheque purchases and ledger fees) which appear for the first time on that statement. If we decide not to charge interest, it will not mean that we have waived our right to charge interest, and we reserve the right to charge interest at any time.
- 4.6 All applicable government levies in respect of the use of the Card will be debited to the Card Account monthly.
- 4.7 We have the right to debit the Card Account with our standard ledger, service and other fees and charges payable from time to time, which shall be due and payable on the date they are debited to the Card Account and will be reflected on the monthly statement. Such fees and charges include, but are not limited to, an annual fee (which will be debited for each year or part of a year, whether or not the Card is used), a Card replacement fee, a returned-payment fee, a late-payment fee, a currency Conversion Fee, an overfacility fee and a copy-of-document fee in respect of the issue of and use by the Cardholder or the Authorised Representative of the Card or the Card Number.
- 4.8 The Business and/or the Cardholder hereby authorises us to debit the Card Account with all legal costs we incur in exercising any of our rights in terms of these terms and conditions of use. These costs include all legal charges as between attorney and client, tracing fees, counsel fees and collection charges.
- 4.9
- 5 STATEMENT, PAYMENT AND DEPOSITS**
- 5.1 We may send the Business and/or the Cardholder a statement each month, setting out each entry as well as the total debit or credit balance, as the case may be, on the Card Account at the statement date, and also the amount which must be paid and the date on which it must be paid.
- 5.2 The Business and/or the Cardholder shall be liable for and must pay us the amount shown on the statement.
- 5.3 Payment:
- 5.3.1 must reach us at our Card Division in Johannesburg during banking hours on or before the due date shown on the statement; and

- 5.3.2 will be effective and credited to the account only when it is recorded by our Card Division in Johannesburg.  
The risk of interception, loss, alteration and/or theft of a payment sent via post will remain your liability until payment is received at the offices of our Card Division in Johannesburg.
- 5.4 Since transactions erroneously debited against the Cardholder's account can only be systematically amended within a limited time period, it is the responsibility of the Cardholder and/or the Business to examine the Card Account statement for errors timeously. If the Business and/or the Cardholder disputes any item or entry shown on the monthly Card Account statement, the Business or the Cardholder must notify us, in writing, within 30 (thirty) days after the date of the statement on which the transaction first appears. If this is not done, neither the Business nor the Cardholder will have any claim against us for any errors or omissions.
- 5.5 If the Business and/or the Cardholder disputes any Card Transaction, the disputed Card Transaction must be queried with the Service Establishment or the supplier.
- 5.6 The Business and/or the Cardholder elects the postal address(es) and email address(es) to which a monthly Card Account statement or Related Invoices are sent, via post or electronically. It is the responsibility of the Business and/or the Cardholder to ensure that the monthly Card statement or Related Invoices are received. Should the Business and/or the Cardholder not receive a monthly Card Account statement or Related Invoices, it is the responsibility of the aforementioned parties to notify us immediately, in writing, of this. If the Business and/or the Cardholder does not receive a statement, this will not give the Business and/or the Cardholder the right not to pay us the minimum amount owing at the statement date. It is the responsibility of the Business and/or the Cardholder to contact us in order to determine the amount owing to us for payment. In addition, it is the responsibility of the Business and/or the Cardholder to ensure that all postal and email address details supplied to us for the purpose of distributing Card Account statements are up to date and correct at all times.
- 5.7 Where the Business is bound by joint and several liability and there is a dispute between the Business and the Cardholder
- 5.8 with regard to any Card Transaction, it will not be an excuse for the Business or the Cardholder not to pay us. The dispute must be resolved between the Business and the Cardholder.
- 5.9 Any record of a deposit into the Card Account may be checked and confirmed by us, and if there is a difference between the records of the Business and our records, our records will be prima facie proof of a deposit.
- 5.10 If any negotiable instrument is deposited into the Card Account, the proceeds will be credited to the Card Account when the deposit is made, but the proceeds will be available as cash only when the negotiable instrument has been honoured. If the negotiable instrument is subsequently dishonoured, the Card Account will be debited with the full amount thereof, regardless of whether or not we allowed the Cardholder to draw cash against the uncleared instrument, and the negotiable instrument returned to the Business and/or the Cardholder. The Business and/or the Cardholder will not be entitled to raise an estoppel against us, for whatever reason, if we allow the Cardholder to draw cash against an uncleared instrument which is subsequently dishonoured.
- 5.11 All payments received from the Business and/or the Cardholder will be credited to the Card Account and we will apply this money firstly to pay any applicable government levies, then any legal costs, then any fees, then any other charges we levy on the Card Account, then finance charges, and finally the principal debt.
- 5.12 No conditions whatsoever may be attached to any payment made to us. If any conditions are attached, we have the right to ignore such conditions, accept payment on the Card Account, and exercise our rights in terms of these terms and conditions of use as if the Business and/or the Cardholder has not attached any conditions thereto.
- 6 SMS SERVICE**
- 6.1 The Business and the Cardholder understand that the Cardholder will automatically receive transactional SMSs on the Cardholder's cellphone in respect of purchases for such amounts as are predetermined by us.
- 6.2 The Business and the Cardholder confirm that the use of the SMS service is at their own risk.
- 6.3 We do not warrant that:
- 6.3.1 the SMS service will meet your requirements;
- 6.3.2 the service will be uninterrupted, timely or secure;
- 6.3.3 the SMS will be accurate, correct or will arrive at the supplied cellphone number; and/or
- 6.3.4 the SMS received will reconcile to the activity on the Card Account.
- 6.4 We shall not be held liable for any direct or indirect loss or damage resulting from the use of or inability to use the service or any delays in the SMS service or any fraudulent transaction taking place when the service is unavailable for any reason.
- 7 INFORMATION ON THIRD-party transactions**
- 7.1 The Business hereby agrees to and gives consent to us to provide, electronically and/or otherwise, Card Account transaction information and Card Account monthly statements pertaining to the relevant Card Accounts and their corresponding Card Numbers.
- 7.2 The business agrees to and acknowledges that we will, at our sole discretion, decide on the nature of information that we will provide to the nominated third party and we may, without obligation to give reasons therefore refuse to provide any information requested by the authorised third party pursuant to a letter of authorisation
- 7.3 The business agrees to waive rights that it could otherwise have against us, and undertakes to refrain from holding us liable in the event of the business incurring or suffering any loss or damage as a result of us carrying out the instructions outlined herein, unless such loss or damage is a result of our gross negligence or wilful misconduct or that of any of our employees (in which case the matter will be dealt with on its legal merits) in this regard, the business's claim or action is limited to its direct damages and we shall not be liable for
- 7.3.1 any indirect, special or consequential damages;
- 7.3.2 any loss or damage caused by our failure to furnish correct information;
- 7.3.3 any loss or damage occasioned by the failure of any third party to process a submission of information; or
- 7.3.4 any failure or unavailability of systems, or any of them, or failure by us to perform as a result of any other event beyond our control.
- 7.4 The business agrees that in the event of there being a discrepancy between the information in the possession of the authorised third party and information that we hold, the information held by us will take precedence
- 8 FUNDING OF THE CARD ACCOUNT** (applicable to prefunded Card accounts only)
- 8.1 The Business may not overdraw or allow the Card Account to be overdrawn. We will be entitled to decline to authorise any Card Transaction where there are not sufficient funds to cover the amount of the Card Transaction. We may, where prior proof of payment has been obtained from the Business, authorise a Card Transaction where transferred funds are not reflected in the Card Account at the time of payment to cover the amount of the Card Transaction, and we will be entitled to charge interest on the debit balance.
- 8.2 Where we have authorised a Card Transaction in circumstances where the funds are not reflected in the Card Account to cover the amount of the Card Transaction, this will in no way mean that we have granted the Business a credit facility.
- 8.3 Any amount by which the Card Account is overdrawn must be paid on demand and, should the Business not pay the amount when so demanded, the Business will be in breach of its obligations in terms of these terms and conditions of use and
- 8.4 we shall be entitled to recover the amount by any means available to us and the cost of the recovery will be debited to the Card Account.
- 8.5 In the event of there being a conflict between the terms as stated in clause 8 and the terms and conditions stated elsewhere in this agreement, the additional terms contained within clause 8 will take precedence.
- 9 LIABILITY STRUCTURE**
- 9.1 The Business and/or the Cardholder has agreed to be bound to us under one of the following Liability Structures as stated in the agreement between the Business and/or the Cardholder, and us:
- 9.1.1 Corporate liability: The Business shall be liable for all amounts owing to us on the Card Account and obligations arising out of these term and conditions; or
- 9.1.2 Joint and several liability: The Business and the Cardholder shall be, jointly and severally, in solidum, liable to us as coprincipal debtors with each and every Cardholder for all amounts owing to us on the Card Account and for obligations arising out of these terms and conditions of use, as well as for all amounts owing to us on the Card Account in respect of the use of the Card and/or the Card Number and obligations arising out of these terms and conditions of use.
- 9.2 On return of the Card to us by the Business and/or the Cardholder, and after all amounts owing to us in respect of the use of the Card have been paid, we will at the request of the Business and/or the Cardholder cancel the Facility, the Card and/or the Card Number and the Business and/or the Cardholder shall then no longer be liable to us for future debt in respect of the Facility, the Card and/or the Card Number.
- 9.3 The Business and the Cardholder hereby give up the benefit of the legal exceptions and/or defences of excussion, division, cession of action, no cause of debt, no
- value received or revision of accounts which the Business and/or the Cardholder can or may plead to defend any claim we bring against the Business and/or the Cardholder as coprincipal debtors and it is hereby acknowledged that the Business and the Cardholder are familiar with and fully understand the meaning and effect of all the exceptions and defences mentioned above.
- 10 LIABILITY**
- 10.1 We shall not be liable to the Business or the Cardholder for any damage or loss that may be suffered if:
- 10.1.1 any person gains unauthorised access to the Card, the Card Number, the Card Account, the PIN or the Facility or any information or data, whether correct or incorrect, in respect thereof, save in the event of our wilful misconduct or gross negligence;
- 10.1.2 incorrect information is given by us, in good faith, to any person, including any credit bureau;
- 10.1.3 we process any information incorrectly; and
- 10.1.4 there is a delay, failure or malfunction of any ATM or other device (electronic or manual) which is used to effect Card Transactions.
- 10.2 We may from time to time and at our sole discretion procure the services of and negotiate terms of service with third parties for the use of the Business and/or the Cardholder. In the event of the Business contracting or using the services of such third parties, it is agreed that the Business and/or the Cardholder will have no recourse against us for any loss or damage whatsoever and howsoever caused as a result of such contracting or use of services, save in the event of our and/or such third parties' wilful misconduct or gross negligence.
- 11 CERTIFICATE AND OTHER DOCUMENTARY EVIDENCE OF INDEBTEDNESS**
- 11.1 If any one of our managers, whose status and appointment need not be proved, signs a certificate stating:
- 11.1.1 that the Business and/or the Cardholder is indebted to us and the amount of this debt, which includes the capital and interest and any other amounts or charges;
- 11.1.2 the fact that the amount of this debt is owed and must be paid to us;
- 11.1.3 the details of any Card Transaction; and
- 11.1.4 any other matter regarding the Card Account;
- this will be *prima facie* proof that the contents of the certificate is correct. This certificate may be used for any purpose, which includes, but is not limited to, obtaining a judgment or any other order or relief against the Business and/or the Cardholder.
- 11.2 We have the right to use microfilm and/or copies of any relevant records in any legal proceedings as *prima facie* proof of indebtedness to us.
- 12 CONFIDENTIAL INFORMATION**
- 12.1 The Business hereby authorise us to:
- 12.1.1 check and confirm any information on the application form and to make any enquiries that we think are necessary with any third party;
- 12.1.2 supply any confidential information about any account held with us to any person, including any credit bureau, in accordance with the Code of Good Banking Practice or otherwise according to generally accepted banking practice; and
- 12.1.3 provide, electronically and/or otherwise, Card Account transactional and Card Account monthly statement information pertaining to the relevant Card Account Number(s) linked to the aforesaid Card Account to an Authorised Representative or third party as specified on the Card Account application form, or on any subsequent written amendment submitted to us at our offices in Johannesburg by the Business.
- 12.2 We may, at our discretion, cede, delegate and/or assign this agreement to American Express® Cards or its designee, in which event the Business authorises us and gives us consent that we may share data with American Express® Cards and American Express® Cards entities for the purpose of executing Cardholder transactions on the American Express® network, or for any other purpose contemplated elsewhere in this agreement, which will include, but is not limited to, marketing purposes. This clause (proviso) may not be amended or revised without the prior written approval of American Express® Cards.
- 13 JURISDICTION**
- 13.1 The Business and/or the Cardholder hereby agrees and gives consent that a magistrate's court will have jurisdiction in respect of any legal steps we take against the Business and/or the Cardholder, even if the amount we claim exceeds the jurisdiction of the magistrate's court. We shall, however, have the right to approach a higher court if we wish to do so.
- 13.2 This agreement is governed and interpreted under the laws of the Republic of South Africa and magisterial jurisdiction of Johannesburg.

#### 14 NOTICES AND DOMICILIUM

- 14.1 The physical address given by the Business on the application form will always be the address that the Business and/or the Cardholder has chosen where summonses, legal documents and any notices may be served on the Business and/or the Cardholder ('*domicilium*'). The postal address given by the Business on the application form is the address to which we will send all other notices, correspondence, Card Account statements and documents.
- 14.2 The physical and postal address may be changed to any other physical or postal address in the Republic of South Africa if written notice thereof is sent to us, and received by us at our Card Division in Johannesburg. If notice of any change of *domicilium* is given to us, the new *domicilium* will only be effective 14 (fourteen) days after the date our Card Division in Johannesburg receives the written notice.
- 14.3 Any notice sent to the Business and/or the Cardholder at the last *domicilium* chosen or to the last postal address will be deemed to have been received on the 7th (seventh) day after the day on which it was posted.
- 14.4 All notices or communications sent to us must be in writing and sent by prepaid registered post or by hand to our Card Division in Johannesburg. If notice is sent to us otherwise than by registered post or by hand, the sender accepts all risk thereof.

#### 15 TERMINATION

- 15.1 We shall have the right at any time, without giving any reasons, to cancel the Facility, the Card and/or the Card Number, to demand that the Business repays us the full amount outstanding on the Card Account and immediately gives back the Card to us and/or to close the Card Account. Any liability or obligation which exists in respect of these terms and conditions of use will not be affected by the above action.
- 15.2 Any closure of the Card Account and/or cancellation of the Facility, the Card and/or the Card Number will not affect the liability of the Business in respect of any Card Transaction that was processed before that closure and/or cancellation or before we receive back the Card, whatever happens last.
- 15.3 Should the Business and/or the Cardholder want to terminate the right to use the Facility, the Card and/or the Card Number,
- 15.4 the Business and the Cardholder must ensure that the Card is cut up and sent to us, together with a written notice of termination and/or notice of cancellation of the Card Number. The Facility, the Card and/or the Card Number will then become invalid on the day we receive the notice and the Card at our Card Division in Johannesburg.
- 15.5 The full amount owed to us by the Business and the Cardholder will immediately become due and payable if:
- 15.4.1 we cancel the Card Account, the Facility and/or the Card Number; and/or
- 15.4.2 we demand that the Business or the Cardholder give the Card back to us; and/or
- 15.4.3 any of these terms and conditions of use are breached; and/or
- 15.4.4 we close the Card Account; and/or
- 15.4.5 the Cardholder is provisionally or finally placed under curatorship or sequestrated; and/or
- 15.4.6 the Business is provisionally or finally placed under judicial management or liquidated; and/or the Cardholder dies.
- 15.5 The Business and the Cardholder hereby agree and give consent that we may inform any Service Establishment, supplier or other person that we have closed the Card Account and/or have cancelled the Card, the Card Number and/or the Facility, and neither the Business nor the Cardholder will have any claim against us because we have given this information.
- 15.6 The Card and the Card Number may not be used after they have expired or after we have cancelled them before the expiry date.

#### 16 VARIATION AND AMENDMENT OF TERMS AND CONDITIONS OF USE

- 16.1 We alone may decide to change or replace all or any of these terms and conditions of use at any time by sending both the Business and the Cardholder a notice thereof and/or by sending the Business and the Cardholder a copy of the latest terms and conditions of use. Such notice and/or copy of the changed or new terms and conditions of use will be binding from the date of receipt, and the notice will be deemed to have been received on the 7th (seventh) day after the date on which it was posted
- 16.2 If we change or replace these terms and conditions of use, it will not mean that the change or replacement is a novation of this agreement or of any obligation to us.

#### 17 MEMBERSHIP REWARDS™ PROGRAMME TERMS AND CONDITIONS (APPLICABLE TO AMERICAN EXPRESS® CARDS ONLY)

- 17.1 The Cardholder and, where the Membership Rewards™ points ('rewards points') have been ceded to the Business, the Business hereby accept the offer made by American Express® to participate in the Membership Rewards™ Programme (the 'programme') on the following additional terms and conditions:
- 17.2 Depending on the requirements of the Service Establishment or supplier participating in the programme ('rewards partner'), rewards points are awarded for such amount, as the rewards partner determines, of eligible spend (which is determined at American Express®'s sole discretion) that is charged on the Card, provided such spend is paid. This ratio will remain in force and take precedence over any other ratio quoted in correspondence, advertising material, statement messages, and any other American Express® communication unless a change is advised in writing, quoting the applicable Card Number.
- 17.3 The application rate for rewards points will be reviewed from time to time.
- 17.4 In the event of there being a conflict between these additional terms and conditions and the standard terms and conditions of the programme and/or the terms and conditions of use of the Card, the additional terms and conditions as stated in this clause will apply.
- 17.5 American Express® reserves the right to amend and/or change these additional terms and conditions at any time by notice to the Business in writing.

#### 18 TERMS AND CONDITIONS FOR CESSION OF THE PROGRAMME

- 18.1 The Business shall be bound by all the terms and conditions of the programme.
- 18.2 The Business must appoint a nominee(s) who are authorised to redeem rewards points on behalf of the Business and must immediately notify American Express® of such appointment in writing (with copy of signature and identity document) and must immediately notify American Express® in writing of any changes that affect the appointment. American Express® shall be obliged to act on any change only when it is notified thereof in writing.
- 18.3 American Express® is hereby authorised:
- 18.3.1 on redemption instruction, to act on instructions given by the nominee(s); and
- 18.3.2 on any other instruction, to act on instructions from the Business.
- 18.4 The Business hereby indemnifies American Express® against any costs, charges and expenses that American Express® may suffer as a result of any claim or action arising out of or in connection with the cession or this notification and agrees to keep American Express® harmless from any and all loss, expenses, costs or damages which American Express® may sustain or suffer as a result of the cession or any notification. Without derogating from the generality of the indemnity, the Business shall not hold American Express® liable for any loss or damage it may suffer as a result of American Express® acting on instructions given or purporting to be given by the Business or the nominee(s).
- 18.5 The Business must serve all notices to American Express® to the following address:
- G -1, Forum V Braampark,  
33 Hoofd Street,  
Braamfontein,  
2001  
South Africa  
PO Box 61070,  
Marshalltown,  
2107  
South Africa

#### 19 GENERAL

- 19.1 If we allow the Business and/or the Cardholder any latitude or extension of time, it is not and must not be understood as a novation or waiver of our rights in respect of these terms and conditions of use, and it will also not be, or be the cause of, an estoppel against us.
- 19.2 If we use the singular form in these terms and conditions of use, it will include the plural form, and *vice versa*.
- 19.3 The headings in these terms and conditions of use are used only for convenience and will not have an effect on the interpretation thereof.
- 19.4 The Cardholder and/or the Business hereby gives consent that we may combine or set off any or all accounts held with us, without us giving notice thereof. However, if we combine or set off only some of these accounts, we shall still have the right to claim from the Business and the Cardholder and/or the Business any amount in respect of an account which is not part of the other combined accounts.
- 19.5 These terms and conditions of use, read with the application, as changed or replaced by us from time to time, together with any additional amendments to and/or other additional terms and conditions of use, as changed or replaced by us, will form the whole agreement between us, the Business and the Cardholder in

connection with the Card Account and/or the Facility and/or the Card or the use thereof and/or the Card Number and the use thereof.

- 19.6 Every provision of these terms and conditions of use (including this provision) is deemed to be separate and severable, and should any provision be found to be defective or unenforceable for any reason, that provision will be severed from the remaining provisions and the validity of the remaining provisions will continue to be of full force and effect.

We unsubscribe to the Code of Banking Practice of The Banking Council South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services.

All foreign exchange transactions attract a percentage interchange fee.

Nedbank is a licensed financial services provider.