

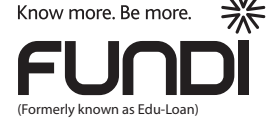
**PLEASE NOTE:
THIS FUNDI APPLICATION FORM
IS ONLY APPLICABLE TO
5-YEAR PART-TIME APPLICANTS**

**FUNDI STUDY LOANS ARE FOR
GOVERNMENT EMPLOYEES ONLY**

LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

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PAYMENT INFORMATION

The Parties agree that FUNDI will advance the Loan Amount to the Applicant and pay it directly to the relevant Service Provider for and on behalf of the Student. The Applicant undertakes to repay the Total Amount Repayable in the number of monthly instalments as detailed in the Repayment Schedule above. Where applicable, the Applicant authorises his/her Employer specified above to deduct the monthly instalments from his/her salary. Any charges levied by the Employer to effect the salary deduction will be for the account of the Applicant and the Employer will recover the costs directly from the Applicant's salary. If FUNDI does not have a deduction agreement with the Applicant's Employer, or if a salary deduction cannot be executed or is not applicable, the Applicant authorises FUNDI to deduct the monthly instalments from the bank account specified above via a debit order. All debit order deductions will be aligned with the Repayment Date, which will be the salary date of the Applicant as specified above. The Applicant will ensure that there are enough funds in his/her account on the Repayment Date and agrees to pay any bank charges for this debit order authority and instruction. FUNDI may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should FUNDI become aware of a change to the salary date or the bank account details of the Applicant, FUNDI has the right to change the debit order details accordingly. The Applicant agrees to advise FUNDI, in writing, of any changes to the Applicant's salary date, bank account details or the date on which there are enough funds in the Applicant's bank account to cover the Total Monthly Instalment Amount, within 2 (two) days of such change. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that FUNDI may deduct the Total Monthly Instalment Amount from the Applicant's salary or debit the Applicant's bank account on the immediately preceding business day. The Applicant agrees that this debit order authority and mandate will apply to any amendments or extensions of the Loan Agreement. The Applicant understands that cancellation of this debit order authority and mandate will not cancel the Loan Agreement and that any amounts deducted from the Applicant's salary or withdrawn from the Applicant's bank account under this authority cannot be claimed back if they were legally owed to FUNDI. The Applicant acknowledges that FUNDI may cede or assign (give) this debit order authority and mandate to a third party or another credit provider, if it has also ceded or assigned the loan agreement to that third party or credit provider.

A6

COMMUNICATION OPTIONS (Applicant preferences)

<p>BUSINESS COMMUNICATION. Preferred method of communication:</p> <p><input type="checkbox"/> Mobile <input type="checkbox"/> SMS <input type="checkbox"/> Email</p>	<p>STANDARD MARKETING COMMUNICATIONS. The Applicant opts to be included in FUNDI's distribution of marketing material. Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Where did you hear about us:</p>
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A7

By signing this Application Form, the Applicant confirms that the information provided herein is to his/her knowledge and belief true and correct, and that no information required for evaluating the loan application has been omitted. The Applicant acknowledges that, subject to the correctness of the information supplied in this Application Form, if approved, the Application Form will constitute a Pre-agreement Statement and Quotation and acceptance thereof will constitute a binding Loan Agreement on the above Terms and Conditions read with Part B hereof, the contents of which are deemed to be incorporated herein. Please speak to your Sales Consultant for assistance in completing this form.

ANNEXURE: TERMS AND CONDITIONS

Applicant Signature _____



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PART B

1. THE EDUCATIONAL LOAN AGREEMENT (the "Loan Agreement")

- 1.1 The Loan Agreement consists of Part A, being the **Pre-agreement Statement, Quotation and Repayment Schedule** as well as this Part B, being the terms and conditions, and in the case of Equipment Finance, includes the Equipment Application Form attached hereto, once signed by the Parties, and it is the only record of the issues addressed herein.
- 1.2 The Loan Agreement is entered into by and between Fundi Capital (Pty) Limited and its subsidiaries including but not limited to Edu-Loan Technologies (Pty) Limited ("FUNDI") and the Applicant detailed in Part A.
- 1.3 FUNDI is registered in terms of the National Credit Act No. 34 of 2005 ("National Credit Act") under number NCRCP158.
- 1.4 The supply of the Equipment in terms of the Fundi Tools Application Form attached hereto, is entered into by and between Edu-Loan Technologies (Pty) Limited and the Applicant detailed in Part A.
- 1.5 The Applicant understands that:
 - 1.5.1 the terms and conditions applicable to the Loan Agreement will at all times be subject to the provisions of the National Credit Act 34 of 2005 and the Protection of Personal Information Act 4 of 2013; and
 - 1.5.2 the terms and conditions applicable to the sale of the Equipment will at all times be subject to the Consumer Protection Act No. 68 of 2008.
- 1.6 "Prime Interest Rate" means the publicly quoted variable annual basic rate of interest, published from time to time by the bankers of FUNDI as being their prime rate and as certified by the auditors of FUNDI, whose appointment it shall not be necessary to prove. Details of such bankers will be provided to the Applicant when so requested in writing.
- 1.7 "Applicant" means the person whose details are reflected on Part A of the Application Form whether captured on paper, or via electronic means such as voice recordings, computer generated and captured data or similar means.
- 1.8 "Equipment" means laptops, computers, cell phones, tablets and related computer hardware and software;
- 1.9 "Parties" means the Applicant and FUNDI collectively and "Party" refers either one depending on the context in which the word is used.

2. PAYMENTS

- 2.1 The Repayment Schedule contained in A4 of Part A sets out the information relating to the credit extended required to be maintained by the Applicant (if so applicable).
- 2.2 The Applicant must make consecutive monthly payments to FUNDI that are due and payable in terms of this Loan Agreement on or before the Repayment Date (which date is the same as the Applicant's salary date) without set-off or deduction.
- 2.3 The payment of the monthly instalment of the Loan Amount will be paid to FUNDI by means of debit order or electronic funds transfer.
- 2.4 Payment of the Loan Amount and any foreign transfer payment is made directly by FUNDI to the Service Provider/institution/school.
- 2.5 FUNDI will credit each payment made under the Loan Agreement to the Applicant's account on the date of receipt of the payment as follows:
 - 2.5.1 firstly, to satisfy any due or unpaid interest charges;
 - 2.5.2 secondly, to satisfy any due or unpaid fees or charges;
 - 2.5.3 thirdly, to reduce the amount of the principal debt;
- 2.6 FUNDI will make the payment of the Loan Amount, as set out in A4 of Part A to the relevant Service Provider. "Service Provider" refers to the institution, school, supplier of uniforms or Equipment, Fundi Card (being a debit card onto which the Loan Amount may be loaded) or any other third party that provides services or goods related to and for an educational purpose and as approved by FUNDI.
- 2.7 The Institution/school will not be permitted to refund any of the funds paid to it by FUNDI to the student or the Applicant. The unused funds will be transferred back to FUNDI and credited against the Applicant's account. FUNDI will thereafter refund the Applicant into the bank account of the Applicant, the details of which are provided for in A4 of Part A or if amended into the latest bank account provided to FUNDI in writing, if such refund is due to the Applicant.
- 2.8 The Applicant may make additional payments to settle the Loan Agreement early or pay monthly instalments earlier without giving any notice or paying any penalty to FUNDI.
- 2.9 The salary and/or debit order deductions, whichever is applicable, will be aligned with the Repayment Date as directed by the Applicant in A4 of Part A.
- 2.10 The Applicant undertakes to inform FUNDI in writing of any changes related to his/her payment method and/or his/her employment status.
- 2.11 The Applicant accepts that:
 - 2.12.1 should the date of the Applicant's debit order fall on a weekend or public holiday, the debit order will go off on the last business day before the weekend or public holiday;
 - 2.12.2 should the debit order fail or is rejected, Fundi reserves the right to change the date of the Applicant's debit order or resubmit the debit order on another date without notifying the Applicant of this and the Applicant will be solely responsible for the payment of any fees charged by the Applicant's bank in this regard;
 - 2.12.3 FUNDI may request that a debit order go off the Applicant's account earlier than on the date selected. Fundi will notify the Applicant of this in advance and if the Applicant does not want Fundi to do this, the Applicant must inform Fundi;
 - 2.12.4 FUNDI reserves the right to periodically align debit dates and track the Applicant's account to match the flow of credit; and
 - 2.12.5 he/she cannot cancel monthly debit order without Fundi's prior written consent.



Initial: _____

Applicant	Spouse
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ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

3. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

- 3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Amount.
- 3.2 FUNDI may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:
- 3.2.1 a monthly service fee recoverable by FUNDI in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;
- 3.2.2 default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement or upon cancellation of loan after the 5 (five) business days' following the date of signature hereof but before the end of the month during which the Loan Agreement was executed;
- 3.2.3 collection costs, being amounts that may be charged by FUNDI in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act and does not include default administration charges.
- 3.3 The Applicant acknowledges that the interest rate is a preferential interest rate based on the Applicant's lending criteria.
- 3.4 The interest rate applicable to all agreements is fixed for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365 (three hundred and sixty five) day year, which is charged monthly in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.
- 3.5 The variable interest rate applicable to Debit Order, Corporate Collection Loan - excluding Edutel, OLG, and Uniform - finance is linked to the Prime Interest Rate for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. If at any time, and to the extent that, the interest rate does exceed the legal maximum in terms of the National Credit Act; then the interest rate (being linked to the Prime Interest Rate) shall be reduced accordingly. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365 (three hundred and sixty five) day year, which is charged at the end of the month on a monthly basis in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.

4. COST, FEES AND CHARGES

- 4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount in respect of the Loan Amount owed to FUNDI.
- 4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to FUNDI at the contact number 0860 55 55 44. The settlement amount provided by FUNDI shall be the total of the unpaid balance of the principal debt, the unpaid interest charges and all other fees and charges up to the settlement date and further, will be valid for the period stated on the settlement letter provided to the Applicant.
- 4.3 An initiation fee in respect of the costs of initiating the Loan Agreement which will be levied on the date the Loan Agreement is signed. Should the Applicant wish to pay the initiation fee upfront, kindly call 0860 55 55 44 for assistance. If the Applicant is unable to pay the initiation fee upfront, FUNDI will reflect the initiation fee separately on the Loan Agreement and will not charge interest on the initiation fee;
- 4.4 Take note that the cancellation of the salary deduction instruction, due to the early settlement and/or additional payments made on the account before the date of the last instalment agreed to by the Parties, may take up to 2 (two) months. However, any instalment received by FUNDI during this period after the Loan Amount has been settled in full will be refunded to the Applicant if due to him/her.
- 4.5 Notwithstanding the provisions of 4.1 and 4.2 above, in order to validly cancel the Loan Agreement, the Applicant must cancel directly with the Institution/School as well as with FUNDI by providing a written notice of cancellation and/or termination.
- 4.6 Should cancellation or termination of the Loan Agreement take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant shall continue to service the loan under and in terms of this Agreement, until such time as FUNDI receives the monies which were paid over to the Service Provider(s). Accordingly, the Applicant shall be liable for each monthly instalment amount (which includes that portion of the capital amount payable, interest thereon, that portion of the initiation fee which is due (to the extent that it was not paid upfront) and the monthly service fees.
- 4.7 In the event that the Loan Agreement is cancelled by the Applicant after the lapse of 5 (five) business days following the date of signature hereof but before the end of the month during which the Loan Agreement was executed, the Applicant shall be liable for the service fee in respect of the month during which the Loan Agreement, in order to defray the costs incurred by FUNDI in executing and processing the loan.
- 4.8 The Applicant acknowledges that cancellation of loan after the lapse of 5 (five) business days following the date of loan approval hereof but before the end of the month during which the Loan Agreement was executed, will be processed after FUNDI has received the Loan Amount back from the institution/Service Provider and FUNDI will thereafter refund (if applicable) the Applicant accordingly of any deductions made against the Applicant's account during the "waiting of refund from institution/ service Provider" period.
- 4.9 The Applicant bears the responsibility to adhere to the Institutions de-registration/cancellation of studies' terms and conditions and FUNDI may only cancel and/or refund monies according to the institution's de-registration/ cancellation of studies terms and conditions. The same applies to cancellations of Equipment/Uniform loans.

5. STATEMENTS

- 5.1 The Applicant requests that FUNDI issues statements of account ("statement") at 3 (three) month intervals.
- 5.2 FUNDI will make available to the Applicant a statement on any existing loan, setting out all charges levied, all payments received and the balance outstanding. This statement of account can be viewed and printed from the www.myFundi.co.za after registering as a user.
- 5.3 The Applicant may dispute all or part of the statement provided for by sending FUNDI a written notice to this effect.

6. DEFAULT AND DEFAULT ADMINISTRATION COSTS

- 6.1 Default in terms of this Loan Agreement occurs if:
- 6.1.1 the Applicant fails to make payments that are due in terms of the Loan Agreement or
- 6.1.2 the Applicant fails to comply with the terms and conditions of the Loan Agreement; or
- 6.1.3 an administration order in respect of the Applicant or his surety is issued; or
- 6.1.4 a judgment is granted against the Applicant and same is not settled or rescinded within 30 (thirty) days from the date thereof; or
- 6.1.5 the Applicant furnishes any incorrect and/or untrue information regarding himself/herself and/or his/her financial position to FUNDI.
- 6.2 FUNDI may track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A NAEDO (Non-Authenticated Early Debit Order) tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises FUNDI to collect the amount in arrears by way of a NAEDO debit order.
- 6.3 Implication of default mentioned in 6.1
- FUNDI will provide the Credit Bureau with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureau.
- This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureau. Also, legal action process, which may result in additional costs to the Applicant and as detailed below in 6.4, will be instituted against the Applicant.
- 6.4 In the event that the Applicant defaults, the following process will be followed by FUNDI:
- 6.4.1 provide the Applicant with written notice of such default demanding that the Applicant rectify the default;
- 6.4.2 advise him/her that he/she may refer this Loan Agreement to a debt counsellor and an alternative dispute resolution, consumer court or, if applicable, an ombud with jurisdiction; and
- 6.4.3 FUNDI may require payment by the Applicant of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the National Credit Act. Such payment may not exceed the amount payable in respect of a registered letter of demand in undefended action in terms of the Magistrates' Courts Act, 1944 in addition to any reasonable and necessary expenses incurred to deliver such letter. In addition, and if applicable, FUNDI may charge collection costs, which may not exceed the costs incurred by FUNDI in collecting the debt
- (a) to the extent limited by Part C of Chapter 6 of the National Credit Act, and
- (b) in terms of: (i) Superior Court Act, 2013; (ii) the Magistrates' Court Act, 1944, (iii) the Legal Practice Act, 2014; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement.
- 6.4.4 FUNDI may approach the court for an order to enforce the Loan Agreement only if, at that time, the Applicant is in default and has been in default under the Loan Agreement for at least 20 (twenty) business days and: (a) at least 10 (ten) business days have elapsed since FUNDI delivered a notice to the Applicant as contemplated in Section 86(10), or Section 129(1) of the National Credit Act, as the case may be; (b) in the case of a notice contemplated in Section 129(1), the Applicant has –
- (i) not responded to that notice; or
- (ii) responded to the notice by rejecting FUNDI's proposals.


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Applicant Spouse

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ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

- 6.4.5 FUNDI will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureau adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.
- 6.4.6 FUNDI may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureau if the Applicant does not bring the payments due under the Loan Agreement up to date within the 20 (twenty) business days' notice. The Applicant's credit profile at the Credit Bureau and credit worthiness may be negatively affected by the adverse information held by the Credit Bureau.
- 6.5 In the event of such default FUNDI will be entitled at its own and absolute discretion and after consultation, to extend the repayment period agreed to in Part A for a required period of months needed to repay the loan in full not allowing the instalment to exceed the instalment agreed to in Part A.
- 6.6 The interest is calculated and charged as more fully detailed in 3.4. and 3.5 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.
- 7. ACCOUNT TERMINATION BY CREDIT PROVIDER**
- 7.1 In the event of a default as mentioned in clause 6 above, FUNDI may terminate the Loan Agreement according to the provisions of the National Credit Act. Notwithstanding clause 7.1 above, and without affecting FUNDI's rights, the termination of the Loan Agreement by FUNDI does not discharge the Applicant from its contractual obligation to service the loan until the loan is paid in full.
- 8. ADDRESSES FOR RECEIVING OF DOCUMENTS**
- 8.1 The Applicant chooses the physical address as provided in Part A, for the serving of legal notices. The postal address will be used for the sending of other notices and documentation, for example the statement of account if no email address has been provided by the Applicant in Part A of the Loan Agreement.
- 8.2 FUNDI chooses its physical address as set out in Part A of the Loan Agreement for the serving of legal notices and other documentation or the Applicant may forward such documentation to legal@fundi.co.za or fax it to 086 632 4445.
- 8.3 Both Parties agree to inform the other of the change of the notice address, postal address, telefax number or email address as soon as possible after any such change. The change will be effective on the 5th (fifth) business day after receipt of such notice.
- 8.4 The Parties agree that the notice will only be valid if it is in writing and sent to the address as stipulated in Part A of the Loan Agreement.
- 9. INFORMATION DISCLOSURE**
- 9.1 FUNDI shall not disclose any confidential information obtained in the course of executing the Loan Agreement to outside third parties unless obliged to do so by law or a court order or where consent has been provided in terms of these terms and conditions and as recorded in this Part B of the Loan Agreement.
- 9.2 By entering into the Loan Agreement, the Applicant acknowledges, agrees and/or condones that FUNDI may provide to any of the Credit Bureau listed in 10.6 below, any adverse information in the format prescribed by such Credit Bureau and provided for by the National Credit Act. Such Credit Bureau provide a credit profile and possibly a credit score on the credit worthiness of the person subject to the record.
- 9.3 The Applicant consents to FUNDI forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service/Provider (s) and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have committed a fraud.
- 9.4 FUNDI may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives FUNDI reasonable cause to suspect that the conduct is of a fraudulent nature.
- 9.5 By making the application for funding on the terms set out herein, the Applicant consents and/or ratifies to FUNDI obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that FUNDI can elect not to provide the finance applied for immediately on receipt of any information that the Applicant has failed his/her affordability test as prescribed by the National Credit Act.
- 10. DISPUTE RESOLUTION**
- 10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform FUNDI thereof in writing in order to resolve the issue at hand. The Applicant may forward the notice to legal@fundi.co.za or fax it to 086 632 4445.
- 10.2 In terms of the National Credit Act the Applicant may also attempt to resolve any complaint or dispute regarding the Loan Agreement by:
- 10.2.1 alternative dispute resolution;
- 10.2.2 referring the complaint or dispute to the National Credit Regulator established in terms of the National Credit Act; or
- 10.2.3 by making an application to the National Consumer Tribunal established in terms of the National Credit Act.
- 10.3 The National Credit Regulator may be contacted on 0860 627 627 / info@NCR.org.za and the National Consumer Tribunal may be contacted at 012 663 5615 / 0860 627 627.
- 11. LOAN PROCESS AND USAGE**
- 11.1 This loan is strictly to be used for educational purposes in paying for tuition fees/accommodation/food and purchasing uniforms and/or stationery and/or equipment.
- 11.2 The loan cannot be converted into cash nor may it be used for any other purpose.
- 11.3 The Loan Amount will be paid directly to the Service Provider/Institution.
- 11.4 Qualifying items have been agreed to by FUNDI and the Service Provider.
- 11.5 A list of qualifying items may be requested from the Service Provider.
- 11.6 The policies and procedures of the Service Provider with regard to returns and exchanges/cancellations, shall apply.
- 12. PAYMENTS TO INTERNATIONAL EDUCATIONAL INSTITUTIONS**
- 12.1 FUNDI will finance South African students studying abroad as well as foreign students studying in the designated country or abroad. The Applicant must, however, work and reside in South Africa.
- 12.2 FUNDI will make all payments in the South African Rand currency and in terms of the South African Banking and Payment system. For avoidance of doubt, the monies stipulated in the loan application will be paid in South African Rands directly to the Educational Institution. In the event of a shortfall in the fees due to currency fluctuations or foreign exchange, the Applicant will be liable to pay the International Education Institution the outstanding amounts.
- 12.3 The Applicant will be liable for all bank charges.
- 12.4 Loan payments will take up to 45 (forty-five) days from date of approval to be paid into the International Education Institution's account. FUNDI may at any time offset exchange rate fluctuations for payments to International Education Institutions.
- 13. WARRANTIES**
- 13.1 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced herein has been settled in full.
- 13.2 The Applicant expressly acknowledges and accepts that the Equipment, including but not limited to certain hardware, software and/or third-party support contracts, and the accessories thereto, if any, are procured from third-party Service Provider(s), and the Applicant acknowledges and accepts that FUNDI is not the manufacturer thereof. To the fullest extent permitted by law, FUNDI therefore makes no warranties in respect of the Equipment or any accessories thereto, and any warranties that may subsist in the Equipment or its accessories are made solely by such third-party Service Provider(s), who shall be solely liable therefore.
- 13.3 FUNDI shall not be liable in any way whatsoever for any failures, defects or shortcomings of any nature that may at any point in time arise in, or from the use of, such Equipment, and the Applicant indemnifies and holds FUNDI harmless from and against any loss, damages, claims, actions or expenses thereby incurred.
- 13.4 Without derogating from the subclauses above in this clause 13, third party warranties may vary from product to product, and it is the responsibility of the Applicant and/or Student to consult the applicable product documentation for specific warranty information. In addition, the Applicant acknowledges that certain third-party warranties may limit or void the remedies they offer if unauthorised persons perform support services on the Equipment.


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Applicant Spouse

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ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

14. BREACH

- 14.1 If the Applicant defaults in the punctual payment of any payment as it falls due in terms of this Loan Agreement, or fails to comply with any of the terms and/or conditions of, or any of its obligations under this Loan Agreement including but not limited to the continued insurance and the timeous payment of premiums in connection therewith, then and upon the occurrence of any one of these events the Applicant will be in breach of this Loan Agreement and FUNDI may, without prejudice to any of its other rights in terms of the National Credit Act, -
- 14.1.1 claim immediate payment of all amounts payable in terms of this Loan Agreement whether or not such amounts are then due and payable and assuming for this purpose that this Loan Agreement would have endured for the full period; or
- 14.1.2 immediately terminate this Loan Agreement, retain all amounts already paid by the Applicant and claim all outstanding payments and all legal costs including collection costs.

15. DATA PROTECTION

- 15.1 In this clause, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:
- 15.1.1 "POPI" means the Protection of Personal Information Act 4 of 2013, as amended from time to time, together with any regulations issued from time to time in terms thereof;
- 15.1.2 "Data Subject" means the person to whom Personal Information relates, in this instance the Applicant;
- 15.1.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:-
- 15.1.3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 15.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;
- 15.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 15.1.3.4 the biometric information of the person;
- 15.1.3.5 the personal opinions, views or preferences of the person;
- 15.1.3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 15.1.3.7 the views of opinions of another individual about the person; and
- 15.1.3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 15.2 The Applicant acknowledges that in order for FUNDI to enter into the Loan Agreement with him/her, FUNDI may need to provide, collect, use, store or process the Applicant's confidential information and/or the Personal Information and the Applicant authorises FUNDI to collect, use, store and process the aforementioned. FUNDI acknowledges and undertakes that, should it have access to, and process, Personal Information of Data Subjects, FUNDI shall comply with all the relevant provisions of POPI in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:
- 15.2.1 not to allow any unauthorised persons access to the Personal Information;
- 15.2.2 not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such \ notification, as the case may be;
- 15.2.3 to comply immediately with all lawful and reasonable requests made by the Applicant to ensure compliance with POPI;
- 15.2.4 to inform the Applicant of all requests made by the Data Subjects in terms of POPI, and to assist the Applicant to the extent reasonably required, at the Applicant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under POPI with respect to security, breach notifications and consultations with supervisory authorities or regulators to comply with such requests (to the extent required by POPI) should the Applicant authorise FUNDI to do so;
- 15.2.5 notify the Applicant without undue delay on becoming aware of a Personal Information Breach;
- 15.2.6 not to perform any act or omission that will cause the Applicant to breach any of its obligations under POPI;
- 15.2.7 in addition to the undertakings hereabove, to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/ or unauthorised access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and their party sub-contractors, if applicable, comply with all of the undertakings in this Agreement;
- 15.2.8 to notify the Applicant immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject;
- 15.2.9 to use the Personal Information for maintaining FUNDI'S internal administrative processes including quality, risk, client or vendor management processes; and
- 15.2.10 to use the Personal Information for internal business related statistical or research purposes.
- 15.3 The Parties agree to comply with the security and data protection obligations equivalent to those imposed on them by POPI and agree to implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the confidential information or Personal Information in its possession and to protect such confidential information or Personal Information against unauthorised or unlawful disclosure, access or processing accidental loss destructions or damages.
- 15.4 The Applicant acknowledges and agrees that the confidential information or Personal Information may be shared with FUNDI'S personnel, professional advisors or associates.
- 15.5 The Applicant further acknowledges that FUNDI may notify the Applicant about important developments relevant to you. Please inform FUNDI in writing should you not wish to receive any electronic or other communications. All electronic communications between the Parties may be monitored by FUNDI to ensure compliance with professional standards and internal compliance policies.
- 15.6 The Applicant is hereby made aware that FUNDI may for the purposes of collection, use, storage or processing thereof, transfer the Applicant's Personal Information to:
- 15.6.1 an outsourced information technology provider; or
- 15.6.2 another country for legitimate business purposes including the use of cloud based solutions.
- 15.7 In this event, FUNDI will endeavour to ensure that any outsourced service provider involved in the collection, use, storage or processing undertakes to ensure that such confidential information and/or Personal Information is protected with the same level of protection as FUNDI provides. However FUNDI cannot be held liable or responsible for confidential, information and/or Personal Information that the Applicant sends to third party service providers.
- 15.8 By entering into this Loan Agreement the Applicant consents to the collection, use, storage, processing or transfer of his/her Personal Information whenever it is required.
- 15.9 The Applicant hereby indemnifies and holds FUNDI harmless against any loss, claims, costs (including legal costs on an attorney and own client scale) or damage which may be suffered or incurred by the Applicant in consequence of any breach of any of the above undertakings or of any provisions of POPI.

16. FORCE MAJEURE

- 16.1 FUNDI shall not be liable to the Applicant for delay or failure to perform in terms of this Loan Agreement caused by an event or occurrence of force majeure.
- 16.2 Should any Party to this Loan Agreement (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of its obligations in terms of this Loan Agreement as a result of any act of God including inter alia, war, fire, flood, hostilities, legislation, insurrection, an outbreak of a pandemic disease, quarantine, sanctions, act of terrorism, trade embargo, restraints of rulers or people, strike, labour disturbances, or any law, proclamation, regulation or ordinance, lock down, demand or act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Agreement or the Parties, explosion or any economic or other cause beyond the reasonable control of such Party (any such event hereinafter called "Force Majeure") then:
- 16.2.1 the Invoking Party will forthwith give written notice thereof to the other Party specifying:-
- 16.2.1.1 the cause and anticipated duration of the Force Majeure; and
- 16.2.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.
- 16.2.2 performance of any such obligations will be suspended from the date on which notice is given of a Force Majeure event until the date on which notice is given of termination of a Force Majeure event (hereinafter referred to as the "Suspension Period") subject always to the remaining provisions of this clause 16.
- 16.2.3 the Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to, or resulting from, the Force Majeure during the Suspension Period provided that:-
- 16.2.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;


Initial here

Initial:

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Applicant Spouse

LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

STAMP HERE



ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

- 16.2.4 if the Force Majeure shall continue for more than 30 (thirty) consecutive days the other Party will be entitled to cancel this Loan Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to, or resulting from, the Force Majeure; and
 16.2.4.1 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 10 (ten) days of termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to Force Majeure.

17. GENERAL

- 17.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both Parties to the Loan Agreement or electronically voice recorded by FUNDI. FUNDI will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, post or fax as agreed to by the Parties at the time of the amendment, a document reflecting the agreed amendments. The amended agreement will not create a new Loan Agreement unless clearly stated.
- 17.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.
- 17.3 Where available, a translated version of the Loan Agreement will be provided to the Applicant upon request. Should any ambiguities occur in the translated version of the terms and conditions, the English version will get preference.
- 17.4 FUNDI may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.
- 17.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after FUNDI has started legal action.
- 17.5.1 inform FUNDI of the Applicant's intention of initiating the debt counselling process by contacting the FUNDI Call Centre at 0860 55 55 44;
- 17.5.2 the Applicant must inform any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;
- 17.5.3 should the debt counsellor determine that the Applicant is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Applicant's agreements to be reckless, if applicable, or that the obligations of the Applicant be rearranged;
- 17.5.4 the debt counsellor will guide the Applicant through the process of debt counselling.
- 17.6 If at any time, any of the terms or conditions is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portion of such terms and conditions will remain binding and in full force and effect.
- 17.7 In the event that the student cancels his/her studies, and a credit amount reflects on his/her student account at the Service Provider as a result of such cancellation, the amount will be credited to FUNDI's account. The same will be applicable when FUNDI makes a payment of a Loan Amount that is in excess of the amount due to the Service Provider.
- 17.8 Any commission to be paid to an agent for assisting with the completion of the Loan Agreement will have no influence on the Applicant's cost of credit and will be the same as an agreement where no agent has assisted the Applicant.
- 17.9 To the maximum extent permitted by law, the Applicant hereby agrees that FUNDI may, without further notice to the Applicant, cede all or part of FUNDI's rights and/or delegate all or any part of FUNDI's obligations under this Agreement, either absolutely or as collateral to any person, third party or another credit provider, even if such cession or assignment by FUNDI results in FUNDI ceding its loan book to a third party or another credit provider.
- 17.10 This Loan Agreement constitutes the entire agreement between the Parties and no addition, variation or waiver of any of the provisions of this Agreement shall be of any force or effect unless in writing and duly signed by authorised representatives of all the Parties.

18. DECLARATION

The Applicant:

- 18.1 Confirms that he/she applied for a loan with FUNDI and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;
- 18.2 Confirms that the Applicant and Student understand that FUNDI will take legal action against any person who commits any act that can be defined as fraudulent. FUNDI will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the SAPS, which will further be entitled to take any action it deems fit;
- 18.3 Understands that FUNDI is not an agent or representative of any of the Service Provider(s) except for the purpose of administering the Persal and/or Persal code and/or the SASSA system as agreed between FUNDI and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;
- 18.4 Acknowledges and consents to FUNDI using TCPS (Transactional Capital Payment Solutions) for payment requests made from the Applicant's bank account in terms of Part A;
- 18.5 Acknowledges that if married in community of property, their spouse has given the requisite authority to enter into this Loan Agreement with Fund.
- 18.6 Declares that by signing this Loan Agreement, he/she acknowledges that he/she fully understands the risks, costs and obligations associated with entering into the Loan Agreement, can afford it and that such portion of the Loan Agreement that required explanation has been fully explained to his/her satisfaction.

SIGNED AT _____ ON THIS _____ DAY OF _____

➔ _____
Initial here Applicant

➔ _____
Initial here Spouse (if married in Community of Property to Applicant)

➔ _____
Initial here Witness

➔ _____
Initial here Witness