

FlexiCredit Terms and Conditions

Central Africa Building Society (“CABS”) offers you; the Applicant, the under-mentioned facility (“CABS FlexiCredit facility”) subject to the terms and conditions set out in this Agreement.

TRANSACTIONAL CHARGES	
Annual Interest Rate <i>(Calculated on a reducing balance basis)</i>	Up to a maximum of 15%
Annual Facility Fee <i>(paid in advance)</i>	Up to a maximum of 3% of the approved Credit Limit
Monthly Service Fee <i>(Includes loan insurance)</i>	Up to a maximum of 0.4% of the monthly balance
Credit Advance Fee	Up to a maximum of 3% of the transaction amount
OTHER CHARGES	
Use of the Card	Normal CABS and ZimSwitch transactional fees will apply
Credit Review Application	Up to a maximum of 3% of the approved Credit limit increase
Penalty Fees: Late Payment Above Credit Limit Fee	Either \$15 or 1% of the account balance, whichever is greater Either \$15 or 10% of the amount in excess of the approved Credit Limit, whichever is greater
Facility Conversion Fees Revolving Credit Facility to Non-Revolving Credit Fa	Up to a maximum of 3% of the account balance

SECTION A – CARD TERMS AND CONDITIONS

1. USES

- a. You must not use this facility for any illegal purpose nor allow anyone else to do so. In the event of such illegal use occurring, you will be liable for any loss, harm and prejudice which may be suffered by CABS as a result of such misuse.
- b. We reserve the right to decline authorisation for any transaction on the card account.

2. RESTRICTION ON THE USE OF YOUR CARD

We may at any time and without prior notice to you, cancel or suspend the use of your card for all or any purposes or refuse to replace or reissue the card or terminate this Agreement should:

- i. you fail to pay the minimum repayment by the due date.
- ii. we believe that there is significantly increased risk that you may not be able to fulfil your duty to repay the loan in line with this Agreement and this includes situations such as your legal bankruptcy or having similar proceedings taken against you; or
- iii. any of the information that you gave us when you applied for this credit facility be found or suspected to be untrue; or
- iv. there be a breach of this Agreement or any other agreement between you and us; or
- v. adverse information pertaining to your credit worthiness be received from Credit Reference Agencies; or
- vi. we have reasonable grounds for suspecting fraudulent or unauthorised use of the Account; or
- vii. we have reason to believe that the security of the Card or Card Security Details have been compromised; or
- viii. you be legally declared dead.

3. PERSONAL IDENTIFICATION NUMBER (PIN)

Upon card activation or the request for a new PIN, you must choose your personal identification number. You must ensure that your card and PIN are kept secure at all times as any individual in possession of your card and PIN will be able to transact using your account and we will not be held liable for any loss suffered by you in such an event.

4. PIN AND CARD REISSUE

- a. You may change your PIN at any time at any CABS Branch or CABS Agent in Zimbabwe. In some circumstances, we may at our discretion, issue you with a new card and PIN.
- b. You may request for new card at any time, however, we reserve the right to decline such a request. We will request for the completion of a card replacement form and may charge a fee for the replacement of your card.

SECTION B – CREDIT TERMS AND CONDITIONS

1. ACCESS TO THE CREDIT FACILITY

The provision of this facility to you will be subject to the availability of funds on our part and the performance of your Employer on any scheme provided by CABS.

2. TENURE OF THE CREDIT FACILITY

- a. From the date you make use of the credit available to you, this credit facility will be available to you for the duration stipulated below (See Section C13).
- b. Whilst our present intention is that this facility should remain available to you for the stipulated duration and notwithstanding any other provisions of these terms and conditions, we nevertheless reserve the right to terminate the facility at any time by notice to you in writing.

3. AVAILABLE AMOUNT

- a. This is the amount that you can access at any given time. CABS, in its discretion, can at any time and without prior notice to you, review the amount made available to you.
- b. The available amount will be calculated as:

Available Amount: Unutilised Credit + Funds made available upon renewal of the facility + the % of Capital Repayments made after such renewal.
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4. CREDIT LIMIT

- a. Your credit limit is as stipulated below (See Section C13).
- b. We may, at our discretion and without notice to you, review your credit limit should we have reason to believe that there may be changes to any condition that might affect your ability to meet your obligations with regards to this Agreement. The conditions which may necessitate a review of your credit limit include but are not limited to your income, employment details, requests or instructions from your Employer, age and activities on other accounts with us or any other financial institutions, any significant changes in the general state of the economy as well as any other factors which may be considered from time to time. We will inform you via SMS, email or any other means we deem appropriate, of any changes made on your credit limit consequent of such review.

5. APPLICATION FOR A CREDIT LIMIT INCREASE

You will be eligible for a credit limit review at least three months after the approval of your credit limit. Decisions on credit limit increases will be based on changes in remuneration as well as your performance under this credit facility and other facilities.

6. INTEREST

- a. Interest will be charged in advance for the period up to the next month-end.

However, there is no interest accrual on interest in the month that the interest is charged.

- b. Interest charges will be debited to your account after every credit utilisation. These charges will be applied for the remaining days of the month and on the first day of every month with regards to the opening balance of that month.

- c. Interest charged after every credit utilisation will be calculated on the total credit utilisation for that transaction. Interest charged on the first day of the month will be calculated on the opening balance of that month after the Service Fee and any other fees due on the account have been deducted.

7. SERVICE FEE

- a. Service fee charges will be debited to your account after every credit utilisation for the remaining days of the month and on the first day of every month with regards to the opening balance of the month.
- b. The Service fee charged after every credit utilisation will be calculated on the total credit utilisation for that transaction. The Service fee charged on the first day of the month will be calculated on the opening balance of that month.

8. INSURANCE

- a. The Service fee includes insurance that covers the following:
 - i. **Death** – At the time of your death, Insurance may provide 100% cover with regards to any outstanding balance on your account. Insurance will not cover any transactions made after your death.
 - ii. **Permanent disability suffered after accessing this facility** – Taking into account the extent of your disability, Insurance may cover a portion of your balance from the time you became disabled.
 - iii. **Involuntary loss of employment** – Insurance will become operational once we receive your terminal benefits. Insurance may cover a percentage of the outstanding balance after we have received the full payment with regards to your terminal benefits.
 - iv. **Sickness** – In the event that you are sick for 90 consecutive days, Insurance may cover a portion of your monthly repayment amount until you have fully recovered or are able to resume work.

- b. Insurance will be provided by an Insurer appointed by CABS. CABS does not guarantee payments under this Insurance Policy. All calculations with regards to the amounts payable on claims will be at the sole discretion of the Insurer.

9. ANNUAL FACILITY FEE

- a. An annual account renewal fee will be charged to your account on the

last day of your account opening anniversary month and this will take place every calendar year.

- b. You can inform us in writing and at any time of your desire to opt out or to select the non-revolving credit option.
- c. Should you choose to opt out, we will no longer charge an annual facility fee and you will not be able to access credit on this facility going forward. You will be required to make monthly repayments until the loan has been fully repaid.
- d. We reserve the right to request for the re-submission of your documents from time to time and we may suspend your account should you fail to provide the required documents timeously.

10. CREDIT REVIEW APPLICATION FEE

A credit limit review fee will be charged to your account upon the approval of your application for a credit limit increase.

11. CHARGES

- a. You will be liable for all the amounts incurred as a result of the use of this facility; all interest, fees, charges and costs referred to in this Agreement in addition to the costs of enforcing our rights or remedies under this Agreement.
- b. Our charges for services in relation to this facility are as published by CABS from time to time. We reserve the right to vary or introduce any interest rates, charges or fees at our discretion.

12. REPAYMENTS

- a. Your monthly repayments can be effected by means of one of the following:
 - i. A standing instruction to that effect being set on your existing salary account. You shall not arrange for any part of your salary to be credited into any other account except for the above mentioned account.
 - ii. Deductions being made from your Employer's payroll.
- b. We will determine the manner by which you will make your monthly repayments.
- c. We will send you notification of the closing balance on your account and the minimum repayment value due each month by email, SMS or by any other means as agreed. We will not be held liable in the event that you do not receive the notification sent to you.
- d. You must contact CABS if you have not received any repayment notification by the 25th day of each month. In the event that you identify an error on your account, you must notify us of this within 7 working days.
- e. You must repay any amount in arrears in addition to the amount of any transaction in breach of this Agreement, immediately upon demand.

- f. Repayments made under this credit facility shall be made in the United States dollar (the denominated currency.) Any repayments made, in any other prevailing lawful currency other than the denominated currency shall be converted using the prevailing rate equivalent to the denominated currency.
- g. Payments received which are not sufficient to repay all amounts due on the Account will be applied to categories of your balance in the following order:
- i. Legal fees
 - ii. Collection commission
 - iii. Late payment charges
 - IV. Total outstanding interest and charges
 - V. Total capital due.
- h. You may, in any month, make a payment which in aggregate exceeds the minimum monthly repayment due. This, however, does not affect your obligation to pay the stipulated minimum monthly repayment that is due in the subsequent month. Should you fail to pay the stipulated minimum monthly repayment by its due date as set out in your statement of account, you may be liable for a late payment charge in terms of this Agreement.

13. TERMINATION OF EMPLOYMENT

- a. You must within 5 days of the termination of your employment, inform CABS in writing, of such termination.
- b. Upon the termination of your employment, you agree to cede all your terminal benefits to us.
- c. You hereby agree to authorise your Employer to deduct any outstanding balance on your loan account from your terminal benefits and remit it to CABS or to transfer all of your terminal benefits to your CABS bank account.
- d. You authorise CABS to access any available funds in any account of yours with it and to use such to settle any amounts that may be due in terms of this facility, upon the termination of your employment.
- e. Furthermore, you authorise any future Employer(s) to deduct loan repayments from your salary and remit the funds to CABS.
- f. Should your terminal benefits fail to satisfy any amount outstanding on your loan account and should you for whatever reason fail to repay any outstanding balance on your loan account, we may institute legal proceedings against you for the recovery of any amount due.

SECTION C - GENERAL TERMS AND CONDITIONS

1. YOUR INFORMATION

Information we hold about you will be regarded as confidential and will not be disclosed to any third party other than where we are legally required to disclose, where we have a public duty to disclose, or our interests require disclosure, or disclosure is made with your consent. Such disclosure will be as set out in the terms below:

- i. **Credit Reference Agencies** We may share information with registered Credit Reference Agencies (CRAs) to verify your identity and suitability for an account. We may use details of your credit history record with the CRAs to assess your ability to meet your financial commitments. We may also share details of how you manage any accounts or borrowing from us with CRAs. The CRAs will record details of your application which will form part of your credit history whether or not your application proceeds. If you make more than one application for credit within a short period of time, this may temporarily affect your ability to obtain credit.
- ii. If we make demand for repayment following any default by you and you fail to repay the sum due in full or fail to make and adhere to acceptable proposals for repayment within 28 days, then, provided there is no

genuine dispute about the amount owed, we may register such default with the CRAs. The registration of a default notice may affect your ability to obtain further credit from any financial institution in Zimbabwe.

iii. **Crime prevention and debt recovery:** To prevent crime, to verify your identity, and to recover debt, we may exchange information with other members of the Old Mutual Group and/or financial institutions and, where appropriate, debt recovery agencies and other organisations including other lenders and insurers. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

iv. **Data processing:** We may collect, use and share relevant information about you, your transactions, your use of our products and services, and your relationships with the Old Mutual group:

- to process applications you make; and
- to supply you with products and services you request; and
- for credit assessment, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.

v. If you request a quote for an insurance product from an insurance company associated with the Old Mutual Group and/or other companies approved by CABS, then these companies may share such insurance information regarding your creditworthiness, behavioural score and what products and services you use, in order for those insurance companies to assess risk and adjust the price of insurance products they may offer to you. This may include information provided by you, or someone acting on your behalf. We may make such information available to members of the Old Mutual Group and/or other companies approved by CABS for these purposes.

vi. **Audit:** Relevant information may also be exchanged with members of the Old Mutual Group and/or other institutions, for audit purposes and if required by appropriate governmental and non-governmental regulators or the ombudsmen.

vii. We may use other Old Mutual companies and/or third parties to process information and provide services on our behalf. Whether it is processed in Zimbabwe or countries outside Zimbabwe, your information will be protected in accordance with the strictest code of confidentiality and security which all members of the Old Mutual Group, their staff and any third parties are subject to, and will only be used in accordance with our instructions.

viii. Information submitted to CABS in the form of documents, will be deemed to be the property of CABS and will not be returned to you.

2. GENERAL

- a. We may, at any time, cede our rights and/or obligations pertaining to this Agreement to a third party. Such action will have no effect on your rights and/or your obligations. Your rights and/or obligations under this Agreement are not transferable.
- b. We will communicate with you with regards to this Agreement by SMS, email, letter or any other means we deem appropriate.
- c. We will not be responsible for goods or services supplied to you by third parties. If you have a complaint or concern about goods or services purchased with your card, you must resolve this directly with the Provider concerned.
- d. We will not be held responsible should a Merchant or financial institution refuse to accept your card. Some Merchants may allow you to withdraw cash from your card subject to certain conditions. We shall not be held accountable for any such conditions

imposed by such Merchant.

- e. We will not be liable to you for any loss due to:
- i. any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other causes beyond our reasonable control;
 - ii. the misuse of your card by someone who obtained the PIN or the card with or without your consent.
- f. We may use any credit balance on any other account you hold with us, to reduce or repay any sums you fail to pay under this Agreement. We will give you a reasonable opportunity to pay outstanding sums before we utilise such credit. We will advise you accordingly before and after taking such action.
- g. You must notify us immediately of any changes in any of the following:
- i. Your name
 - ii. address
 - iii. telephone number
 - iv. cell phone number
 - v. signature
 - vi. bank details
 - vii. e-mail address, or
 - viii. employment.

Should you fail to notify us of such changes, you may prejudice your rights in terms of this Agreement.

h. Before you transact using your card, you may be required to produce any of the following documents as proof of identification:

- i. A valid Zimbabwean National ID; or
- ii. A valid passport; or
- iii. A valid driver's licence.

3. OTHER INFORMATION

If you wish to make an enquiry or complaint pertaining to this facility, kindly address such query or complaint to the FlexiCredit Helpdesk, (flexicredit@oldmutual.co.zw), (04) 883823-60.

a. You may deliver your communication to the nearest CABS Branch.

4. INDEMNITY

You hereby agree to indemnify CABS against and hold it harmless from any and all claims, actions, damages, liabilities (including any of the foregoing arising or accrued without CABS's fault or negligence, or under the doctrine of "strict liability") arising out of this arrangement.

5. BREACH

We may terminate this Agreement on any ground stated above (see section A2) or if you breach any term of this Agreement.

6. TERMINATION

- a. Either party may terminate this Agreement by giving 30 days written notice of its intention to terminate, to the other party. Upon termination, the card in your possession must be returned to CABS.
- b. Upon the termination of this Agreement, the full outstanding balance of the loan and whatever amounts that are due with regards to interest and insurance charges will immediately become due and recoverable from you. In the event that we institute proceedings against you for the recovery of any amount due, you acknowledge that such a claim shall include our legal costs on a legal practitioner/client scale, collection commission, tracing and all other reasonably necessary costs and/or charges incurred by us in this process.

7. WAIVER

Any failure by CABS to exercise or in exercising any right or remedy under this Agreement will not constitute a waiver of the right or remedy or any other rights or remedies.

8. GOVERNING LAW

This Agreement will be governed and construed in terms of the laws of Zimbabwe.

9. ANTI-BRIBERY AND ANTI-CORRUPTION

- a. You will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act [Chapter 9:16] and the UK Bribery Act 2010. You will not engage in any activity, practice or conduct which would constitute an offence in terms of such laws, statutes and regulations.
- b. You will not offer any bribe or facilitate payment to any official or any other person or do anything that may cause CABS and its affiliates (including without limitation CABS' ultimate parent company Old Mutual plc) to breach any such laws.
- c. A breach of this clause will be deemed to be a material breach of this Agreement entitling immediate termination and criminal prosecution.

10. JURISDICTION

- a. You consent to the exclusive jurisdiction and venue of the Harare Magistrates Court in relation to any and all claims or disputes arising from or in connection with this Agreement, in accordance with section 11(1)(b) of the Magistrates Courts Act [Chapter 7:10] and all subsequent amendments thereto.
- b. You therefore:
- i. Waive any objections to the jurisdiction or venue of the Harare Magistrates Court, and
 - ii. Waive any entitlement to alternative jurisdiction on the basis of domicile, cause of action, place of employment, or any other such circumstances as set out in section 11(1)(a) of the Magistrates Courts Act, and
 - iii. Waive any and all defences at law which claim the lack of jurisdiction of the Harare Magistrates Court.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and no purported amendment, waiver, collateral agreement or replacement agreement will be of any force or effect unless reduced to writing in a document which is signed by the parties.

12. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. ACCEPTANCE OF THE TERMS AND CONDITIONS

You hereby confirm that you have read, understood and agree to be bound by the CABS FlexiCredit Terms and Conditions:

Name _____

Surname _____

National ID Number _____

Signature _____

Date _____

OFFICIAL USE ONLY

Account Number

5 8 8 8 9 2 7 0

Tenure of Credit Facility: _____

Credit Limit: _____

Authorised By: _____

Signature: _____