

Terms and Conditions of JLET Credit Agreement

1. Interest Rate:

The interest for small and unsecured micro-loans are calculated daily on the deferred amount at a fixed rate of **5% per month on the first loan within this calendar year and 3% per month on subsequent loans within this calendar year** as per **Table A of Regulation 42** of the Act as amended, subject to any changes to the interest rate in respect of a small unsecured micro-loan as set out in the Act. Should any change of interest rate occur that affects this quotation, the Consumer will be given **5 (FIVE)** business days written notice of such change before the change is implemented.

2. Insurance in terms of Section 106 of the National Credit Act:

The Credit Provider requires the Consumer to purchase and maintain during the term of the Credit Agreement, credit insurance not exceeding the total of the Consumers outstanding obligations to the Credit Provider in terms of the Credit Agreement. The Credit Provider will not offer or demand that the Consumer purchase or maintain insurance that is unreasonable or at an unreasonable cost to the Consumer. The Consumer has the right to waive the proposed policy and substitute the policy with a policy of the Consumer's own choice. If the Consumer exercises his/her right to substitute the proposed policy with an insurance policy of the Consumer's own choice, the Credit Provider requires the Consumer to provide the Credit Provider with the following:

2.1 a valid direction in the prescribed manner and form requiring and permitting the Credit Provider to pay any premiums due under the policy during the term of the Credit Agreement on behalf of the Consumer as they fall due, and to bill the Consumer for such premiums monthly for small Credit Agreements.

2.2 a valid direction to the insurer in the prescribed manner and form, naming the Credit Provider as a loss payee under the policy up to the settlement value at the happening of an insured contingency, and requiring the insurer, if an insured event occurs, to settle the Consumer's obligation under the Credit Agreement as a first charge against the proceeds of that policy at any time during the term of the Credit Agreement.

3. Allowable Fees:

The fees and interests are based on regulations set out in Chapter 5 of NCA no.34 of 2005.

3.1 An initiation fee of **15% plus VAT** will be charged per Credit Agreement if the loan amount does not exceed the amount of **R1 000.00**.

3.2 If the loan amount exceeds the amount of **R1 000.00**, the initiation fee will be **plus 10%** of the amount of the Credit Agreement more than **R1 000.00, plus VAT**.

3.3 The Initiation fee will never exceed the amount of **R1 050.00 plus VAT**.

3.4 The Consumer has been given the option of paying the initiation fee separately and has declined the option.

3.5 The maximum monthly service fee is the amount of **R60.00 plus VAT**.

3.6 The initiation fee means fees in respect of costs of initiating a Credit Agreement.

3.7 Monthly service fee means fees in connection with the routine administration cost of maintaining a Credit Agreement as well as operational costs of the Credit Provider.

3.8 A monthly service fee must be charged for a calendar month in which it is due and payable and on a pro rata basis where the credit agreement was concluded during that calendar month.

3.9 The loan calculator from website www.ilet.co.za/ is the appropriate tool to get the exact fees and interests prior to loan application for affordability purposes.

4. Default administration charges:

The Consumer will be liable for the costs of a **Section 129** notice sent by registered post in the amount of **R60.38 (VAT included)** if it becomes necessary. Attorney costs and/or Debt Collector's costs at the official tariff as set out in the Act as well as the Magistrate Court Act/Rules 32 of 1944 as amended and Debt Collector's Act 114 of 1998 as amended will also be recovered from the Consumer. In terms of **Section 129 (1)** of the Act, if the Consumer Defaults under the Credit Agreement, the Credit Provider may draw the default to the notice of the Consumer in writing and propose that the Consumer refer the Credit Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under the Credit Agreement or develop and agree on a plan to bring the payments under the Credit Agreement up to date. The Credit Provider may not commence any legal proceedings to enforce the Credit Agreement without first providing notice to the Consumer of his or her default. In terms of **Section 130(1)** of the Act the Credit Provider may approach any court of law for an order to enforce a Credit Agreement only if the Consumer is in default and has been in default under the Credit Agreement for at least **20 (TWENTY)** business days and at least **10 (TEN)** business days have lapsed since the Credit Provider delivered a notice to the Consumer as contemplated in **Section 129 (1)** stated above.

5. Consumer's right to rescind Credit Agreement:

The parties agree that this Credit Agreement was electronically/digitally concluded online from the registered digital platforms of the Credit Provider (i.e., website, WhatsApp, email, etc.) with the approval of a Debi-check mandate and that **Section 121** of the Act is therefore not applicable.

6. Consumer's right to settle Credit Agreement in terms of Section 125 of the Act:

The Consumer is entitled to settle the Credit Agreement at any time with or without advance notice to the Credit Provider and the settlement amount is the total of the following:

6.1 un-paid balance of the principal debt at that time; and

6.2 un-paid interest charged and all other fees and charges payable by the Consumer to the Credit Provider up until the settlement date.

7. Consumer's right to terminate the Credit Agreement:

The Consumer may terminate the Credit Agreement at any time by paying the settlement amount to the Credit Provider in accordance with **Section 125** of the Act.

8. Credit Provider's right to terminate the Credit Agreement:

The Credit Provider may terminate the Credit Agreement before the time provided if the Consumer is in default under the Credit Agreement. If the Consumer defaults with any of the agreed repayments in terms of this Credit Agreement, the Credit Provider may proceed with legal proceedings as set out in **Section 129 (1) (b)** and **Section 130 (1)** of the Act. If the Consumer defaults under the Credit Agreement, the Credit Provider reserves the right in terms of **Section 129** and **Section 130** of the Act to enforce and terminate the Credit Agreement which may result in a Court of law enforcing the repayment of the Consumer's outstanding obligations in terms of the Credit Agreement. If judgement is granted against the Consumer, the said judgement may be recorded at any Credit Bureau and be made available to other Credit Providers.

9. Addresses to receive documents/mail/legal notices and court documents:

The Consumer nominates the above-mentioned addresses as his/her addresses to receive documents/mail of any nature, including legal notice, court documents and court orders. Should the Consumer elect to change his or her addresses to receive documents/mail of any nature, including legal notices, the Consumer shall inform the Credit Provider in writing within **10 (TEN)** days of such change, with the onus on the Consumer to ensure that the Credit Provider receives notice of such change in address.

10. Penalty interest on arrear amounts:

In the event of default, for whatsoever reason, cost of credit shall continue to accrue to the outstanding amount, at the same rates recorded in this Agreement, in accordance with the provisions of Section 101(1) and Section 103(5) of the Act. All attorneys' or registered debt collectors' costs will also be recovered from the Borrower on attorney and client scale or on the official tariffs applicable to registered debt collectors, as the case may be.

11. Conditions, rights, and obligations:

The Consumer and Credit Provider agree that their rights and obligations under the Credit Agreement are limited to the conditions and clauses of this Credit Agreement as well as the conditions and requirements as set out in the Act.

12. The Lender and the Borrower agree to reduce the frequency of statements in accordance with Section 108(3) and that statements will be delivered at the end of every third month, unless the Agreement's repayment period is less than three months, in which case the Borrower will be provided with a statement of account monthly. Should the Borrower require intermediate statements of account, the Lender shall provide the Borrower the requested additional statement of account at a cost of R3,50 per page.

13. Dispute Resolution:

The Consumer agrees that in the event of any dispute or uncertainty he or she may discuss the matter with the Credit Provider as a first step to resolve the issue. If the matter is not resolved to his or her satisfaction, the Consumer may submit his or her issue in writing to the Credit Provider, and if the dispute is still not resolved thereafter, to be at liberty to take the matter up with the National Credit Regulator at toll share number 0860 627 627/ 011 554 2600.

14. Cession:

The Credit Provider may verbally cede his or her rights under the Credit Agreement to a third party without the prior consent of the Consumer.

15. Registration:

The Credit Provider is duly registered as a Credit Provider with the National Credit Regulator in terms of the Act.

16. Documentation/Credit Agreement/National Credit Act 34 of 2005:

A copy of the Credit Agreement is provided to the Consumer free of charge. A copy of the Act and Regulations is available to the Consumer to peruse on the premises of the Credit Provider or online.

17. Signature of Borrower:

The use of a Debi-Check Mandate is also intended to provide the functional equivalent of the Borrower's written signature in all instances where electronic signature is allowed by legislation. The Borrower is the only person who has the right to accept the once-off Debi-Check mandate using a Personal Identification Number (PIN) and /or a One-Time Password (OTP) through ATM, a banking app, USSD, in a branch or online banking. You'll need to approve your Jlet Debi-Check mandate for every application. By authorizing Debi-check mandate the Borrower accepts the Credit Agreement and agrees to be legally bound by its terms and conditions. The Borrower will be deemed to have affixed signature to the loan agreement. The Parties agree that any agreement or document which has been authorized as set out above shall be regarded as validly signed for purposes of any legal proceedings. A printed copy of the electronic agreement or document shall be sufficient proof of such agreement or document. Authorized electronically, therefore unsigned. The Borrower agree not to challenge the validity of any document or agreement which he/she authorized electronically as set out above.

