

Loan Agreement
Pre-Agreement Statement
in terms of section 92 of the National Credit Act No 34 of 2005

You must understand Pre-Agreement Statement disclosures before you accept any specific terms in your Quotation.

By applying for a loan, you confirm that:

- You have not applied for or are currently under administration, provisional or final sequestration or debt review;
- You are not currently over-indebted;
- You are not going through financial difficulty;
- A court has not declared you mentally unfit;
- You have not borrowed any more money or accepted further credit after you first applied for this loan with the Credit Provider;
- All information that you have given us is true and correct and that we may rely on this information;
- If married in community of property, or by customary or tribal law it is your responsibility and duty to obtain your spouse's written consent signed by two witnesses to enter into this Agreement and that such written consent has been stored and is available, upon request by the Credit Provider at any time;
- If your spouse did not give consent, you understand that the Credit Provider may lay a charge of fraud against you, take legal steps, ratify the Agreement by asking your spouse to provide the required consent, hold you responsible on your own under this Agreement and/or proceed with a claim of unjustified enrichment and/or restitution from the joint estate;
- You have not entered into this Agreement contrary to the law and the Credit Provider has acted reasonably in making an enquiry on whether you have obtained your spouse's consent and in so doing can place reliance thereon

PERSONAL INFORMATION

As part of the application process, SanlamGoTyme (including its affiliates, cessionaries and associates) processes your personal information, subject to the privacy notice of SanlamGoTyme at www.SanlamGoTyme.co.za for the purposes of the:

- Collection and use of your personal information from Third-party qualification data providers to conduct ongoing assessments to determine your eligibility for and the appropriateness of the ongoing supply of this Agreement.
- Collection, use and sharing of your personal information with the South African Fraud Prevention Services for financial crime detection, prevention, and prosecution purposes or if we reasonably believe that you have provided any false and / or misleading information and / or documents to us.

The above processing is mandatory and necessary for us to carry out actions for the conclusion and performance of our agreement with you and to further comply with obligations imposed by law on us.

To be noted, by having continued with a Sanlam Personal loan application or a Tyme Bank Personal loan application (the Brand), you acknowledge that you have become a customer of SanlamGoTyme and depending on your specific loan Brand, a customer of either Sanlam Personal Loans or TymeBank Ltd, as may be applicable.

For more information, please visit:

- <https://www.sanlam.com/sanlams-privacy-policy>
- <https://www.tyembank.co.za/legal/privacy-policy/>

DEFINITIONS

In this Agreement the following words have the meanings as set out in this definition clause and the definition clause in the General Terms and Conditions.

"Act" means the National Credit Act 34 of 2005, as amended from time to time.

"Agreement" means your loan agreement with the Credit Provider which was recorded and concluded either through electronic channels, or otherwise in writing, or verbally and which includes the Pre-Agreement

Statement; Quotation; and General Terms and Conditions (excluding any indicative offers made to you prior to the submission your application)

"Annual interest rate" is the fixed annual interest rate you must pay on any amount of the total loan amount that you still owe (the outstanding balance) in terms of the Agreement.

"Credit Cost Multiple" means the Total Cost of Credit divided by the Loan amount.

"Credit Provider" is SanlamGoTyme (Pty) Limited, company registration number 2024/590083/07, a registered credit provider (NCRCP22861) and a juristic representative of Tyme Bank Limited (registration number: 2015/231510/06), an authorised financial services provider (FSP49140).

"DebiCheck" refers to the mechanism of authenticating your debit order mandate electronically through online banking, at an ATM, on a cell phone (USSD), etc. A mandate means a written, verbal or electronic authority you give, allowing the Credit Provider to debit your bank account.

"General Terms and Conditions" refers to the terms you will receive before concluding the Agreement and together with the Pre-Agreement Statement and Quotation make up the Agreement.

"Loan amount" is any loan amount paid to you in terms of this Agreement, upon which interest is calculated

"Loss payee" means the Credit Provider nominated under a credit life insurance policy that applies to this Agreement.

"Personal Protection Plan" means the required credit life insurance policy arranged by us (the Credit Provider) and underwritten by Sanlam Developing Markets Limited (registration number 1911/003818/06) an authorised financial services provider (FSP No. 11230)

"Quotation" means the quote provided in terms of the Act that sets out the cost of credit, and other information required in terms of the Act.

"Salary Day" means the day in the month (e.g. the 25th day of the month) on which your salary is paid into your bank account which information may be obtained or confirmed by you during the Loan Application process.

"SDM" means Sanlam Developing Markets Limited (registration number 1911/003818/06)

"Total Cost of Credit" means Loan amount, all fees, interest and credit life insurance premiums (if applicable) that will apply to the Agreement, charged in terms of the Act and as set out in your Quotations.

"TymeBank" means Tyme Bank Limited (registration number: 2015/231510/06).

"You or Your" means the person who enters into the Agreement with the Credit Provider.

"We/Us/SanlamGoTyme" means SanlamGoTyme (Pty) Limited, the Credit Provider

QUOTATIONS

If your application is successful, you will receive a Quotation containing all costs and other loan information specific to you, as required by the Act.

Quotations are valid for 5 (five) business days (**which excludes Saturdays, Sundays, and official public holidays**) after the date on which the Quotation is presented to you in terms of the Act. Once accepted, the Agreement is conditional upon the receipt of required documents, which may include proof of your identity, residential address and income, proof of payment of the initiation fee (if applicable) and proof of credit life insurance policy, and the receipt of confirmation from your bank that you have approved the Debit Order mandate. The Credit Provider will not pay out the Loan amount before it has received and validated the documents. Should these documents not be received and validated within 5 (five) business days of the Quotation being presented or if the documents do not reflect the information provided at application, or be found to be unsuitable, the Credit Provider may withdraw or recalculate your Quotation.

DISBURSEMENT OF YOUR LOAN AND THE DISBURSEMENT CONDITIONS

Your Loan Amount will only be disbursed into your nominated bank account after you have fulfilled the following disbursement conditions:

Approve the debit order mandate: you must grant, authenticate and approve a debit order mandate in order for us to deduct your monthly instalments from your primary bank account. This disbursement condition will only be fulfilled once we receive confirmation from your primary bank that you have approved the debit order mandate;

Pay the initiation fee (if charged upfront): should you choose to pay the initiation fee upfront you must pay the initiation fee into the nominated initiation fee payment account and provide us with proof of such payment.

The initiation fee payment account details and further information on the process that must be followed in order for you to pay the Initiation Fee upfront can be accessed from our website. Alternatively, you can contact our call center on 0860 997 771 for more information on how to pay the Initiation Fee upfront;

Provide a suitable credit life insurance policy (if substituted): should you choose to substitute the Personal Loan Protection Policy with your own Credit Life Insurance policy, you must provide us with proof of your substituted policy. We will only accept your substituted policy if it meets the requirements set out below. This disbursement condition will only be fulfilled once we have received and accepted your substituted policy; and

Provide requested documents: you must provide us with any further documents we request from you to conduct the necessary income and identity verification checks, and risk assessments. This disbursement condition will only be fulfilled once we have received and validated your income and the documents requested.

Once you have fulfilled the disbursement conditions, we will disburse your loan amount into your nominated bank account within 1 (one) business day ("**the Disbursement Date**").

COSTS OF CREDIT

You must pay the following costs of credit:

- **Interest** at the fixed annual interest rate set out in the Quotation, which is calculated daily and added to the total loan amount every month on your chosen payment date. The interest rate charged on default amounts (overdue amounts, including unpaid fees and charges) will never exceed the interest rate charged on the total loan amount as set out in the Quotation.
- **Initiation fee** for the costs of preparing a new Agreement, which you may:
 - pay upfront and send proof before pay-out of the loan amount; or
 - add to the loan amount and will be charged interest on.
- **Service fee** which is a monthly fee for managing your Agreement. If you enter into the Agreement during the month, a pro rata fee (just the relevant portion) for that calendar month will apply. The monthly fee will be added to the total loan amount. The service fees charged will never exceed the maximum fee in terms of the Act (which fee may be amended from time to time if the Act is amended). You will receive at least 5 (five) business days' written notice if this fee increases.
- **Premiums** for any Personal/Customer Protection Plan you decide to take out, charged monthly, unless substituted with your own credit life insurance policy.

REPAYMENT OF LOAN INSTALMENTS

Your monthly instalments: you will be responsible for repaying the Loan Amount together with the interest and other charges set out in your Quotation by paying monthly instalments until such time that the Loan Amount, together with the interest and other charges have been repaid in full ("**Monthly instalment**").

Your first monthly instalment due date: your first monthly Instalment payment obligation will become due and owing on the first instalment due date specified in your Quotation ("**First instalment due date**")

Your monthly instalment due date: your monthly Instalment payment obligation will become due and owing on the first (1st) day of each and every month following your instalment due date ("**Monthly instalment due date**");

Your monthly instalment payment method: your monthly instalments (including your first monthly instalment) will be paid in terms of the Debit Order Mandate provided by you during your Loan Application which authorises us to deduct the monthly instalment from your Bank Account on the Debit Order Deduction Date.

Your debit order deduction date: Once a monthly instalment becomes due and owing on your monthly instalment due date, we will deduct the monthly instalment from your Bank Account **on your salary day** which is the deduction date in your debit order mandate ("**Debit order deduction date**").

DEBIT ORDER MANDATE

Your debit order authorisation is included in your Agreement which will be sent to you. You will also receive a Notice before your first debit order deduction which will set out the charges to be made under your payment authorisation.

The Credit Provider uses usage-based DebiCheck mandates with a maximum collection amount of 1.5 times your instalment amount. Should you have a DebiCheck mandate in place, you agree and authorise the Credit Provider to debit a varied amount up to the maximum collection amount:

- If your instalment amount changes as a result of your total cost of credit changing or
- In order for the Credit Provider to recover any arrears due by you.

You further agree that:

- Your monthly instalment will be paid in terms of this debit order mandate that you have provided. You authorise the Credit Provider to deduct payments from the bank account your income is paid into.
- The deduction will take place on the same day your salary is paid which is your deduction date.
- If your salary payment date changes, you agree that we may change your deduction date to always be the same as your salary date.
- Subject to what is agreed in this payment authorisation, we will deduct the monthly instalment from your bank account on the deduction date. However, please note that your obligation to repay the monthly instalment on your due date.
- In December the deduction may take place before the salary deduction date in the event that your salary is paid earlier;
- If we or your bank are not able to change your deduction date and your deduction date falls on a non-processing day (like Saturday, Sunday, or official public holiday), that we or your bank may process the payment on the next business/ processing day for EFT deductions whereas for DebiCheck we will present on the proceeding business/ processing day; and
- If there is insufficient money, we or your bank may track your bank account and deduct the payments due (which includes the instalment and arrear / overdue amounts) once money is available.

CREDIT LIFE INSURANCE

The Credit Provider requires you to maintain credit life insurance to cover your outstanding obligations under the Agreement at any time, and to be nominated as the "Loss Payee" under the policy. Your maintenance of a credit life insurance policy is a material condition of this Agreement.

The Sanlam Personal Loan Protection Policy is credit life insurance offered to you by the Credit Provider (in its capacity as a juristic representative of TymeBank, an authorised financial services provider), and underwritten by Sanlam Development Markets Limited (registration number 1911/003818/06) a life insurer and authorised financial services provider (FSP No. 11231) ("**the Insurer**").

The terms and conditions of the Personal Loan Protection Policy can be accessed during your loan journey and sets out the relevant policy terms, exclusions, limitations, waiting periods and benefits. Please carefully read the Personal Loan Protection Policy terms and conditions and ensure you understand all rights, obligations, exclusions, limitations and benefits before you accept the Personal Loan Protection Policy. Should you have any questions or require any clarification about the terms of the Plan, please call 0860 777 115.

TymeBank has entered into a binder and intermediary agreement with the Insurer in terms of which it may receive a maximum commission of an amount equal to 3% of each monthly premium paid under a Personal Loan Protection Policy. SDM will make this payment to TymeBank, and it will not form part of the premium paid by you under the Personal Loan Protection Policy. It does not form part of the cost of credit insurance set out in your Quotation.

You have the right to waive the Personal Loan Protection Policy offered, and to substitute it with an equivalent credit life policy of your choice at any time for the duration of this Agreement. In such a case, the Credit Provider requires documentary proof of the existence of the substituted credit life policy, the details thereof, and that the Credit Provider has been named as a Loss Payee under the substituted credit life policy up to the settlement value of the Agreement (as per Form 23 of the Act). The Loan amount will not be advanced until such time as the Credit Provider has received and are satisfied with the proof provided.

You acknowledge that you have free choice as to the credit life policy, the insurer, the broker or intermediary, and that you have exercised this choice without being coerced or induced.

You also acknowledge and agree that the Credit Provider may pay any unpaid credit life insurance premiums under this Agreement on your behalf and recover such payments from you. The Credit Provider will notify you when the Personal Loan Protection Policy and all cover has ended and cannot be re-instated. All payments received after the Plan has ended, will be allocated to your Agreement.

OPTING OUT OF MARKETING

You have the right to be excluded from any:

- marketing phone calls (telemarketing) by or on behalf of the Credit Provider;
- marketing or customer list sold or shared by the Credit Provider or
- mass email or SMS messages sent by or on behalf of the Credit Provider.

You may exercise your above rights during the application process or at any other time by phoning Customer Care on 0860 997 771.

STATEMENT OF ACCOUNT

Unless otherwise agreed, a monthly statement of account will be sent to the email address provided by you during the application process.

Loan Agreement General Terms and Conditions

You must read the General Terms and Conditions with your Quotation and Pre-Agreement Statement.

Your application information, the Quotation, Pre-Agreement Statement, General Terms and Conditions and any subsequent confirming SMS/MMS or telephone call of the cost of credit, form the whole Agreement between you and the Credit Provider. If you have chosen the credit life insurance offered, the relevant insurance policy will also form part of the record of the Agreement. No changes may be made to the Agreement unless these changes are agreed to in writing or verbally (voice-recorded and confirmed in writing) or unless the Act allows it.

1. Other costs of credit

Default administration and collections costs may be charged when you do not pay any amount due on time. Default and collections costs include any administration, legal and/or collection costs and commissions that a debt collection company or attorney may charge in terms of relevant laws.

2. Further payment arrangements and allocating your payments

Your payments first go towards (1) interest then (2) any fees, and then (3) the loan amount.

You further agree that:

- You will notify the Credit Provider should your bank account details change;
- You may cancel the debit order mandate, but the Agreement and the obligations will remain;
- We or the bank may re-present your payment instruction at no additional cost to you to ensure that you always meet your payment obligations. This re-presented payment shall be separate but in addition to your current payment;
- Amounts which have been collected from the account under the debit order mandate cannot be reclaimed if such amounts were legally owed to the Credit Provider;
- That the Credit Provider can deduct the amounts due (instalments, interests, fees, charges and arrear amounts) from your bank account until this credit agreement has been paid in full; and
- The Credit Provider reserves the right to require you to authenticate the DebiCheck mandate sent by your bank to you in order to deduct payments from your bank account before your loan is paid out or during the course of your Agreement. Should you not authorise the mandate, your loan might not be paid out.

If we are allowed to change the debit order or track your bank account to determine when funds are available, we may be able to stop default on your Agreement. Default may lead to legal action or negative credit bureau listings.

3. Further information relating to the credit life insurance

Due to the nature of the Plan and the fact that it only applies to the Agreement, SanlamGoTyme has considered the actual risk and liabilities of the Agreement and the likelihood of the events occurring on a Group basis. In this regard, a Plan which is based on your employment status and the benefits (e.g. death, disability, dread disease or retrenchment) you can claim for will be offered. The Plan provides cover to settle your outstanding balance of the Loan amount and provides limited cover for retrenchment or loss of income (where applicable). If one of the claim events under the Personal Loan Protection Policy occurs, the Credit Provider will receive the benefit payable under the terms of the Personal Loan Protection Policy. Your cover starts from the date the loan amount has been paid. Should you miss a payment you will be notified, and your cover may lapse.

The monthly premiums may be reviewed annually. The insurer will notify you of any premium changes 31 (thirty-one) days before the premium is changed

The terms of the insurance are specified in the policy agreement entered into between you and the relevant insurer.

If you accept the Personal Loan Protection Policy offered by the Credit Provider, you acknowledge and agree that:

- You were informed of your right to waive the Personal Loan Protection Policy and substitute it with a credit life insurance policy of your own choice
- We gave you or you were able to access a copy of the Personal Loan Protection Policy terms and conditions and you had an opportunity to request an explanation of the terms and conditions of the policy

You have read the terms of the Personal Loan Protection Policy and acknowledge, accept and understand the terms, conditions, limitations and exclusions.

4. Pre-Payment is allowed without penalty

You may pay any amount you owe in terms of the Agreement even if it is before the date which the payment is due. The Credit Provider will credit each payment made under the Agreement as follows: (1) due and unpaid interest, then (2) any due or unpaid fees or charges, and then (3) the loan amount. Pre-payments made and allocated will not be refunded.

5. Early settlement of the entire amount is allowed

If you want to pay the total outstanding amount in terms of the Agreement, you must request a settlement amount. The settlement amount is made up of the unpaid balance of your loan amount, unpaid interest, plus other fees and charges payable up to the date of settlement. The Credit Provider will give you the settlement amount at no cost within 5 (five) business days from when you request the settlement quotation. The settlement quotation may be given to you: in person, by e-mail, telephone, or other form of electronic communication. The settlement amount quoted must be paid within 5 (five) business days from the date that it was delivered. If you do not pay the settlement amount within 5 (five) business days, the settlement quotation will no longer be valid. The Agreement will continue as normal, and you will need to get a new settlement quotation if you still want to pay up your loan early.

6. Breach

If you do or fail to do or allow anything that could harm the Credit Provider's rights or cause any loss under the Agreement, you will immediately be in default of the Agreement. This includes if you pay late or do not pay in terms of the Agreement.

If any payment is late and not received on the deduction date, you must pay extra interest on the arrears at the interest rate in the Quotation.

If you do not pay any amounts due under the Agreement on or before the deduction date, the Credit Provider may start legal action against you to enforce and terminate the Agreement, as allowed for by the Act. This does not affect the Credit Provider's rights. If you are in default, you will immediately owe the balance of the total loan amount plus default costs that apply in terms of relevant law.

If the Credit Provider decides to enforce the Agreement, the following procedure applies:

We will inform you of your **default** in a NCA section 129(1)(a) notice which will give you at least 10 (ten) business days to do one of the following: correct the default by making payment; refer this Agreement to a debt counsellor to work out and agree a plan with us to bring the payments up to date or refer this Agreement to the National Credit Regulator for debt intervention if you meet the eligibility criteria; or refer this dispute to an accredited Alternative Dispute Resolution Agent, Consumer Court or Ombud with jurisdiction. If you have applied for debt review and it is not finalised within 60 business days from the date you applied for the debt review, the Credit Provider may send a notice ending the debt review (under section 86 of the Act).

The Credit Provider will not start legal action against you unless:

- You have been in default for at least 20 (twenty) business days; and
- At least 10 (ten) business days have passed since delivery of the default letter or notice referred to above (which could be at the same time as the 20 (twenty) days); and
- You have failed to respond to the default letter or have rejected our proposal.

If the Credit Provider terminates the Agreement under section 123 of the Act, the same procedure set out above will first be followed.

You may reinstate any Agreement in default by paying all overdue amounts plus default costs before the Agreement ends.

7. Credit reporting and credit sharing practices

The Credit Provider may share information to the credit bureau about your application, the Agreement and any adverse (negative) information about you (which includes late repayments and legal action taken against you to recover debt). The Credit Provider will give you at least 20 (twenty) business days' notice before reporting any adverse (negative) information about you. The credit bureau may use the information shared with them to create a credit profile and score indicating your credit worthiness.

You may ask any credit bureau at any time to see your credit record and to correct any information that might be incorrectly displayed at the credit bureau (if the Credit Provider cannot show it is correct).

The Credit Provider may report your information to the following credit bureau:

- **Transunion:** phone 011 214 6000 or 0861 482 482 or email webmaster@transunion.co.za
- **Experian:** phone 011 799 3400 or 0861 105 665 or email info@experian.co.za
- **Xpert Decision Systems:** phone 011 645 9100 or email info@xds.co.za
- **Compuscan:** Phone 021 888 6000

8. Complaints and disputes

If you have a question, complaint or dispute about this Agreement or the Plan offered, please first contact Customer Care on behalf of the Credit Provider who will do their best to help you. Please refer to your accompanying welcome letter for contact details.

Should they be unable to help, you can contact:

- **National Financial Ombud Scheme:** phone 0860 800 900 or email info@nfosa.co.za, Website: www.nfosa.co.za
- **National Credit Regulator:** phone 0860 627 627 or email info@ncr.org.za
- **National Consumer Tribunal:** phone 012 683 8140 or email Registry@thenct.org.za
- **FAIS Ombud:** Phone 012 470 9080 or info@faisombud.co.za or via post to PO box 41, Menlyn Park, 0063
- **Information Regulator:** email POPIAComplaints@infoeregulator.org.za

You may resolve a complaint by way of alternative dispute resolution in terms of section 134 of the Act. You may also ask the Banking Ombudsman to help you resolve a complaint or dispute.

9. Right to apply to a debt counsellor

You may apply to a debt counsellor to be declared over-indebted under section 86 of the Act. You may apply before the Credit Provider takes legal action against you for any default under this Agreement. The debt counsellor will help you with your application and you will have to pay the relevant fee. They could reject your application in terms of the Act.

If you apply for debt review, you may not apply for or accept any more credit until your application has been rejected or you have settled all your debts under credit agreements as agreed by the court. This means you may not borrow any money, enter into any credit agreement, or incur any charges under a credit facility (such as a credit card).

The National Credit Regulator may give you contact details of debt counsellors in your area.

10. Certificate of amount due

The Credit Provider may issue a written notice showing the amount you owe and how it has been calculated.

You agree that the Credit Provider may take legal action based on the amount in the notice, but you have the right to prove to any court that a particular amount is wrong.

11. Cession and assignment (transfer) of debt

The Credit Provider may transfer any of its rights and responsibilities under the Agreement, with or without notice to you, including the right to collect the amounts due by you as agreed in terms of the debit order mandate. You must continue to fulfil your responsibilities as set out in the Agreement to the person to whom the rights and responsibilities have been transferred. If this Agreement is sold or ceded, you acknowledge that the servicing and/or administration of this Agreement may be performed by us (SanlamGoTyme) on behalf of the purchaser/cessionary.

12. Addresses and receiving documents

You agree that the Credit Provider may send legal notices to the residential address you provide from time to time in writing.

You agree that the Credit Provider may send you other communications, including statements of accounts, to the email address that you provide from time to time. The Credit Provider may assume that you receive any notice or letter five days after it has been posted, or two days after it has been emailed to you. You agree to receive any notice in terms of section 129 by registered email or registered mail at the residential address you provide from time to time.

You must inform the Credit Provider directly about any change of legal name, address, email address, telephone number or other contact details. You must send proof of any change in legal name and/or residential address.

13. Changing this credit agreement

The Credit Provider will amend this Agreement only where necessary in accordance with the requirements of the Act and will give you at least 5 (five) days' written notice.

14. Customer and transaction screening

The Credit Provider will do its best to stop or prevent any criminal activities including money laundering and terrorist financing. In assisting with this you acknowledge that the Credit Provider:

- May verify (check and confirm) your identity as well as that of any persons related to or acting on behalf of or involved with you at the start of the business relationship and as often as reasonably necessary thereafter.
- Will not willingly and knowingly do business with any person, that appears on any "sanction" list in terms of legislation or in the management of its risk or that is linked to any person that appears on such sanction list or linked to any restricted countries or the government agencies of such restricted countries. Note that these lists are updated on a regular basis.
- May monitor any transactions, instructions, and recipients and can request/verify further information before acting on an instruction or transaction. This could result in a delay in carrying out the instruction.
- May refuse to carry out any instruction or transaction and place a hold on any account should it consider necessary.

You agree to assist the Credit Provider to comply with the laws by providing all the information and documents reasonably required from time to time. If you fail to do so or provide false information, the Credit Provider can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.

PLEASE NOTE: The Credit Provider will not be responsible to you, or any person, or customer for any loss or damage, you or they suffer if any steps mentioned in this clause or anything else necessary to comply with the laws.

16. Privacy Term

Your personal information will be held by SanlamGoTyme and entities within the Sanlam Group or Tyme Group. To better understand the entities that form part of the two groups and how your personal information is treated, please refer to SanlamGoTyme's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our website at www.SanlamGoTyme.co.za.

By accepting this Agreement or by utilising any products or services offered by SanlamGoTyme, you acknowledge that in order to:

- conclude and fulfil contractual terms or obligations to you;
- comply with obligations imposed by law; or
- to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;

your personal information may be processed through centralised functions and systems across SanlamGoTyme and entities in the Sanlam Group or Tyme Group and may be used for the purposes as set out in our Privacy Notice.

Where it is necessary to obtain consent for processing outside of the privacy term, we will explicitly seek your consent separately.

We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.

17. Other acknowledgements and confirmations

You confirm that:

- You have reviewed the Quotation, Pre-Agreement Statement and General Terms and Conditions and that you understand and appreciate the costs of credit, risks, rights and obligations that apply to the Agreement;

- Your Agreement is subject to the Credit Provider receiving all required documentation from you and this information being true and correct, failing which the Agreement will not come into existence and neither party will have any claim against the other;
- The Credit Provider may cancel the Agreement at any time before the Loan amount has been paid out if it finds out about anything that might make it more difficult for you to repay the loan or if the information provided is not true or correct;
- The Credit Provider may contact you on any day of the week in line with applicable laws about any amount you have not paid under the Agreement; and
- Any payment made by you or another would be an acknowledgement of liability for the full outstanding balance.
- You understand and acknowledge that your credit agreement is governed by the National Credit and regulated by the National Credit Regulator. No protection, in terms of your credit agreement, is afforded to you under the Financial Advisory and Intermediary Services Act or codes of conduct related thereto.