

## PayStretch Terms and Conditions

### Introduction

- 1.1. Thank you for choosing PayStretch. PayStretch is a credit product by FinChoice, offered in partnership with PJN (PayJustNow (Pty) Limited), in terms whereof a customer can purchase goods or services from participating merchants and pay for the goods or services with PayStretch. The voice or electronically recorded Pre-agreement Statement and Quotation of which you also receive a written copy, the debit order mandate, and these terms and conditions record the PayStretch credit agreement ("credit agreement") between us. Note that in terms of PayStretch, we may offer different types of credit, including short term and other unsecured term loans (which we call "instalment credit") and a credit facility product (referred to as "facility credit"). All FinChoice credit products are regulated by these terms and conditions in so far as it applies to the specific type of credit.
- 1.2. "you" means the person who has entered into a credit agreement with us and "us" or "we" means FinChoice. "Merchant" means a merchant who has entered into an agreement with PJN to supply goods or services to customer on receiving payment through PayStretch. "PAQ" means the Pre-Agreement Statement and Quotation that explains all the costs that apply to the credit agreement as required by the Act. "PJN platform" means the electronic platform hosted on the PJN website or application through which PJN offers the FinChoice PayStretch credit products and their payment services. "PJN wallet" means the PJN wallet connected to your PJN account.
- 1.3. We process your personal information in accordance with our privacy policy available on our website, which includes important information on marketing and opt out rights, as well as the use of your information and how we share it, including with PJN.
- 1.4. We make our terms and conditions available in a few different languages in terms of our language policy. If there is a difference between any term in the English terms and the terms provided in any other language, the English terms will prevail and apply as the correct terms.

### 2. Credit Regulation and Credit Bureaus

- 2.1. We are a registered credit provider, regulated by the National Credit Act ("NCA" or "Act"). If you want to lodge a complaint against us, you can contact the National Credit Regulator on 0860 627 627 or call us on 0861 346 246. You may contact the National Consumer Tribunal on 010 006 0484.
- 2.2. We share information about your application, credit agreement, any non-compliance with the credit agreement and termination of the credit agreement with credit bureaus as required by the NCA, including but not limited to:
  - 2.2.1. TransUnion Credit Bureau (Pty Ltd)  
Tel: **0861 482 482**  
Email: [contactcentreadmin@transunion.co.za](mailto:contactcentreadmin@transunion.co.za)
  - 2.2.2. Compuscan Information Technologies (Pty) Ltd  
Tel: **021 888 6000**  
Email: [info@compuscan.co.za](mailto:info@compuscan.co.za)
  - 2.2.3. Experian South Africa (Pty) Ltd  
Tel: **011 799 3400**  
Email: [consumer@experian.co.za](mailto:consumer@experian.co.za)
  - 2.2.4. XDS (Xpert Decision System)  
Tel: **011 645 9100**  
Email: [info@xds.co.za](mailto:info@xds.co.za)
- 2.3. Note that the credit bureaus provide a credit profile and also potentially a credit score on your credit worthiness, based on the information that credit providers like us share with them.
- 2.4. If you are married in community of property, or married in terms of the common or customary law, you confirm that you have obtained your spouse's written consent to enter into the credit agreement.

### 3. PAQ (Pre-Agreement Statement and Quotation)

- 3.1. Amongst others, we will give you the following information in the PAQ for all credit agreements:
  - 3.1.1. Credit amount/credit limit: For instalment credit, this is the amount of credit that we extend to you. For facility credit this is your total credit limit under the facility and the amount of the agreement;
  - 3.1.2. Initiation fee: this is a fee that we can charge in terms of the Act for initiating the credit agreement. For instalment credit, you may pay this upfront, alternatively we will charge it at inception of the credit agreement and add it to the outstanding balance to be paid as part of the monthly instalments. For facility credit, you pay the initiation fee in portions, and we levy a portion each time you use the facility, based on the amount that you use, until the total initiation fee has been paid;
  - 3.1.3. Service fee: this is a fee that we can charge in terms of the Act to cover our operational costs for the administration of the credit agreement. We disclose the service fee that applies to your credit agreement in the PAQ;
  - 3.1.4. Interest rate: we disclose the interest rate that applies to your credit agreement in the PAQ. We calculate interest on the daily outstanding balance and capitalise it monthly (add it monthly to the outstanding balance). If you are in arrears, we may charge interest on the arrears at the maximum rate in terms of the Act.
- 3.2. Note that for facility credit our quote in the PAQ indicates the fees applicable if you purchase for the total credit limit, and with a repayment term of 12 months, meaning that the monthly instalment will never be more than the quoted monthly instalment but it may be less, depending on how you use the facility.

### 4. Provisions applicable to PayStretch instalment agreements

- 4.1. The proceeds from your PayStretch instalment agreement will be used to pay the Merchant for your purchase.
- 4.2. After entering into a PayStretch instalment agreement, you may qualify for another PayStretch instalment agreement if your financial situation allows it. In terms of our credit policies you may only have one PayStretch instalment agreement at any point in time. If you still have an existing outstanding balance on your PayStretch instalment agreement at the time that you apply for a new PayStretch instalment agreement, you must settle the outstanding balance of the existing PayStretch instalment agreement before or when you enter into a new PayStretch instalment agreement. You may instruct us to use the proceeds of the new PayStretch instalment agreement for this purpose or you can make other arrangements to settle your existing PayStretch instalment agreement.
- 4.3. If you instruct us to use the proceeds of the new agreement to settle an existing PayStretch instalment agreement, the difference will be paid to the Merchant for your new purchase. Even though this will be a new agreement, we only charge an initiation fee for the new PayStretch instalment

agreement on the new purchase amount, rather than the total amount of the new PayStretch instalment agreement.

## 5. Provisions applicable to PayStretch facility agreements

- 5.1. The credit available under your PayStretch facility credit limit will be used to pay the Merchant for your purchase.
- 5.2. On successful application, we will assign a credit limit to you which you may access at any time on the basis that you can never use more than your credit limit. Each time you make a purchase, your available credit limit will reduce and we will inform you of the new monthly instalment payable as calculated for the new balance.
- 5.3. If you require a higher credit limit, you may apply for a new PayStretch facility and we will conduct a new affordability assessment. If you qualify for a new PayStretch facility, but you still have an outstanding balance on the existing PayStretch facility, you must first settle the outstanding balance of the existing facility. You may ask that we use the available credit of the new PayStretch facility for this purpose or you can make other arrangements to settle your existing PayStretch facility.
- 5.4. If you use the available credit on the new PayStretch facility to settle the existing balance, you will not pay any initiation fee on the amount used to settle the existing PayStretch facility.
- 5.5. We may suspend your access to your PayStretch facility at any time if you are in default or may close it on ten business days' notice, and in which case the credit agreement will remain effective to the extent necessary until you have paid all monies due to us. We may also suspend your access to your PayStretch facility if our credit policies determine that you may be at risk of becoming over indebted should we allow further purchases.
- 5.6. You may ask us in writing to reduce the credit limit and stipulate your new credit limit.

## 6. Relationship with the Merchant and Merchant obligations:

- 6.1. The Merchant is the supplier of the product or service that you purchase from the Merchant ("transaction") and any rights in terms of consumer laws such as the Consumer Protection Act or the Electronic Communications and Transactions Act that apply to your transaction can only be exercised against the Merchant. Once you check out by confirming payment through PayStretch and agreeing to the credit agreement, you confirm that we can make the payment on your behalf, and you become liable to us for repayment of the credit agreement.
- 6.2. The transaction is subject to the Merchant's terms and any dispute about the transaction is between you and the Merchant only and we are not party to the dispute or your agreement with the Merchant. We are not the supplier of the products or services under the transaction and will not be liable for any defects in the goods or services.
- 6.3. A dispute with the Merchant will not affect your repayment obligations under PayStretch and once you have agreed to the terms of the PayStretch agreement, we will not be able to stop or reverse the payment in respect of the transaction.
- 6.4. Should the Merchant refund you in respect of a transaction paid for by the proceeds from your PayStretch agreement for any reason whatsoever, the Merchant must pay the refund to us and we will credit your PayStretch agreement accordingly. If a refund results in payment in excess of your outstanding balance, the excess will either be paid into the bank account from where we debit your repayments or into your PJN wallet. If for any reason, the Merchant pays a refund directly to you, you must pay it to us up to the outstanding balance of your credit agreement at the time.
- 6.5. You will remain liable for the outstanding balance in terms of your credit agreement until repaid in full.
- 6.6. We will not be liable if a Merchant refuses to accept payment through PayStretch for any reasons. We will also not be liable if the goods or services you wish to purchase from a Merchant are no longer available for purchase or at the advertised price at any time before checking out.
- 6.7. We may in our discretion and depending on the time period between entering into the PayStretch agreement and the full settlement of the agreement, refund any applicable credit fees should you return goods for a refund to the Merchant in terms of the Merchant's returns policy and we receive payment as a result of the refund.

## 7. Applying through electronic channels

- 7.1. You must apply for your PayStretch agreement through the PJN platform or any other electronic platforms we make available, by first creating a PJN user account. Your use of the PJN Platform, including the PJN Wallet will be regulated by the PJN user terms. For electronic platforms, including electronic platforms or applications that we make available, and in addition to the PJN Platform, you will be required to choose your own personal secret access details, such as a login name, PIN or password. You must keep these details safe and confidential. If we make it available, you may also use biometric authentication, for example voice, facial recognition, fingerprints or the biometric authentication received from your device.
- 7.2. We may assume that any credit agreements entered into through the PJN platform, or other platforms that we make available, using your user account access details or biometrics have been authorised and entered into by you. You must notify us and PJN immediately if you become aware that you have lost your secret access details or that any unauthorised person may have access to it.
- 7.3. We will not be responsible for any unauthorised use of your secret access details or biometrics unless you have notified us.
- 7.4. FinChoice or PJN may implement any authentication procedure it believes is necessary and reasonable for customer authentication each time when a customer applies to enter into a credit agreement through the PJN platform or other electronic platforms.

## 8. Repayment

- 8.1. You must pay the total amount due in terms of your credit agreement, which includes the principle debt, all costs and interest in terms of the NCA, by debit order.
- 8.2. FinChoice may use the DebiCheck Debit Order system and may track your bank account to determine whether and when sufficient funds are available. The following terms apply:
  - 8.2.1 if you are paid on:
    - 8.2.2.1 a weekend or on a Monday, we will raise the debit order on the preceding Friday. The same will apply to any payment in terms of paragraphs 8.2.2.2-8.2.2.4, should the day when we usually raise the debit order, fall on a Monday or on a weekend;
    - 8.2.2.2 a public holiday, we will raise the debit order on the business day preceding the public holiday;
    - 8.2.2.3 the 1st of the month, we will raise the debit order on the 30th of the preceding month;
    - 8.2.2.4 the 31st of the month, we will raise the debit order on the 30th of the month;
  - 8.2.3 During December, you may get paid earlier than usual and you agree that we may track the payment and raise the debit order any time from the 10th of December, unless you notify us of your exact December pay date;
  - 8.2.4 If your credit agreement is in arrears, FinChoice reserves the right to raise the debit order on any day to recover the arrears amount from any available balance in your bank account.
- 8.3. You must notify us immediately if your bank account details or your pay date changes and we may then change your debit order details accordingly.
- 8.4. You may not close the bank account unless you have given us the details of another bank account from which we can raise the debit order.
- 8.5. You may not cancel the debit order until you have paid all monies due to FinChoice in terms of the credit agreement in full.
- 8.6. If you have more than one credit agreement with FinChoice:
  - 8.6.1 and one of the credit agreements is in arrears, we may transfer any credit value in terms of one credit agreement to a credit agreement that is either in arrears or has an outstanding balance amount;
  - 8.6.2 We may make a single deduction from your bank account for the amount due in terms of all the credit agreements and thereafter to apportion the deduction to ensure that all agreements are not in arrears, where possible;
  - 8.6.3 We may decide how to allocate the payment if you do not specify which credit agreement you are paying.

- 8.7. You must repay the full amount due to us by way of a monthly debit order within the specified term. If you experience a problem with your bank account or payment, you must contact us and make another payment arrangement at least three working days before the instalment due date to prevent additional interest or legal costs.
- 8.8. You may prepay any amount due in terms of the agreement. Subject to paragraph 8.6, any payments received from you will be allocated in the following order: the payment of:
  - 8.8.1. value-added services;
  - 8.8.2. interest;
  - 8.8.3. other fees and charges;
  - 8.8.4. principal debt.

## 9. FinChoice's Right to Terminate the Agreement

- 9.1. If you do not pay the full outstanding amount due in terms of the credit agreement on time, FinChoice or its representatives may tell you in writing that you are in default and suggest that you refer the credit agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, to resolve any dispute under the credit agreement or agree on a plan to bring the payments up to date.
- 9.2. If you have been in default for at least 20 business days and at least 10 business days have passed since FinChoice sent you the notice referred to in paragraph 9.1. and you have not responded to the notice, or have responded by rejecting FinChoice's proposals, FinChoice may cancel the credit agreement or approach a court for an order to enforce the credit agreement.
- 9.3. You may at any time after the notice as referred to in paragraph 9.1 has been delivered to you, but before FinChoice has cancelled the credit agreement in terms of paragraph 9.2, and at all times subject to the provisions of the Act, re-instate your agreement by paying FinChoice all overdue amounts together with default charges and costs that the Act or any other law allows, which may include but not be limited to default administration and collection costs of enforcing the credit agreement up to the time that you are up to date.

## 10. Statements

You agree to receive a quarterly statement of account through electronic channels or platforms.

## 11. Early Settlement

- 11.1. You may terminate the instalment credit agreement at any time by paying the full outstanding balance in terms of the credit agreement up to the settlement date, with or without giving us notice.
- 11.2. If you want to settle the credit agreement, you may personally contact us for the settlement amount. We will not provide the information to a third party on your behalf without your written instructions.
- 11.3. You may cancel your facility credit agreement by notifying us of your cancellation and paying the full outstanding balance.

## 12. Default Administration and Collection Costs

- 12.1. If you are in arrears with your monthly instalments and if FinChoice takes steps to collect payments due in terms of the credit agreement, you will be liable for all default administration charges and collection costs that FinChoice incurs, including tracing fees, collection commissions on payments after you have missed a payment and we needed to take steps to inform you of your default, costs of an attorney or debt collector, including but not limited to charges for telephone calls, voicemail, and electronic communications.
- 12.2. FinChoice may charge the maximum default administration and collections costs as allowed by the NCA read with the Magistrates' Court Act No. 32 of 1944, the Supreme Court Act No. 59 of 1959, the Attorney's Act of 1979, or the Debt Collectors Act No. 114 of 1998, whichever applies.
- 12.3. If FinChoice appoints an attorney to institute action against you and/or collect any amounts due, you agree that you will be liable for costs on an attorney and own client scale.

## 13. Addresses

- 13.1. You choose the address as stated in the credit agreement as the address at which you will accept service of legal documents and notices, including any notice in terms of section 129.
- 13.2. If your address changes you must immediately inform FinChoice of the new address in writing or by telephone.
- 13.3. The address where we will accept service of legal documents and notices is FinChoice, 78 Main Road, Wynberg, Cape Town, 7800, for attention "FinChoice Legal".

## 14. Electronic Communications

- 14.1. Unless otherwise agreed, we will send all credit agreements, statements or other correspondence via an electronic channel using the contact details that you provided to us ("Recorded Address") or make it available through an electronic platform.
- 14.2. All correspondence sent to the Recorded Address, will be deemed to have been received by you within 36 hours after our log files indicate it as being sent or made available electronically.
- 14.3. Should your email address or cell phone number change you must inform us of the new details.

## 15. Certificate

A certificate signed by any one of the FinChoice managers (who need not prove that appointment), will be prima facie (on the face of it) proof of the outstanding balance.

## 16. Cession and assignment

You agree that FinChoice may at any time and without notice cede (transfer) and assign any or all its rights and obligations in terms of the credit agreement to a third party.

## 17. Whole Agreement

The credit agreement forms the whole agreement between you and FinChoice and there are no additional unspoken or implied terms and conditions, unless we amend the credit agreement as allowed for in law, in which case the amended agreement will apply.

## 18. Other Consumer Rights

18.1. You have the right to contact the credit bureaus to have your credit record disclosed and to have any incorrect information amended.

18.2. You may resolve a complaint through

- (i) alternative dispute resolution,
- (ii) filing a complaint with the National Credit Regulator or
- (iii) applying to the National Consumer Tribunal.

18.3. You have the right to apply to a debt counsellor to be declared over-indebted and in which case you must follow the process provided for in section 86 of the NCA.

## 19. Tax Declaration

We are incorporated in Mauritius. In terms of South African tax laws, you, as a borrower, have certain withholding tax obligations on the interest you pay to us as a foreign credit provider. However, you do not need to be concerned about this, because we pay this tax on your behalf and will submit any required returns timeously. In order for us to comply with these obligations, we must inform you of the below information and confirm it to be correct on the date of this credit agreement. These are administrative tax requirements, but you can contact us if you do not understand any of them or want any further details.

- FinChoice declare that they comply with all the relevant requirements in terms of Article 11 of the Agreement for the Avoidance of Double Taxation and Prevention of Fiscal Evasion between South Africa and Mauritius;
- The interest payable to the South African Revenue Services is therefore subject to a reduced rate of 10%;
- We will inform you if there are any changes to the Circumstances.