

PART A**LOAN APPLICATION / QUOTATION AGREEMENT****CLIENT DETAILS**

FIRST NAMES

SURNAME

ID / PASSPORT

CELL NUMBER HOME

EMAIL

MARITAL STATUS SINGLE MARRIED DIVORCED

ADDRESS

RACE

NATIONALITY GENDER MALE FEMALE

NEXT OF KIN DETAILS

FIRST NAME

SURNAME

RELATIONSHIP

CONTACT NUMBER

BANKING DETAILS

ACCOUNT HOLDER DEBIT DATE

ACCOUNT NUMBER

NAME OF BANK

BRANCH CODE

BRANCH NAME

FINANCE DETAILS

PRICE: R

DEPOSIT * R *(min 10% of purchase price)

TOTAL FINANCE AMOUNT R

TERM _____ months (max 36 months)

I WOULD LIKE WOZIPO TO CONTACT ME VIA EMAIL OR SMS

YES NO

(FOR MARKETING PURPOSES)

APPROVED & ACCEPTED LOAN AMOUNT

Signed on this _____ day of _____ 20____

WOZIPO REP _____ CUSTOMER SIGNATURE _____ WITNESS _____

I hereby bind myself to the Terms and Conditions of this Loan Application / Quotation Agreement which I have read, understand and accepted.
Please Note that once Wozipo has signed this document it constitutes a quotation based on the agent's preliminary credit assessment.
Wozipo reserves the right to verify all the information provided and make necessary adjustments to the quotation should it be required.

**TERMS AND CONDITIONS
WOZIPO CAPITAL**

1. INTRODUCTION

4x4 Mega World Finance is brought to you by Wozipo Capital (Pty) Ltd ("Wozipo") is a registered credit provider NCR Reg No. NCRCP402. The Terms and Conditions as read together with the Quotation/Application Form ("**Quotation/Application Form**") to which they are attached must be read together as one document which together make up the Agreement ("**the Agreement**") between 4x4 Mega World Finance Wozipo and the Applicant who is named as such on the front page of the Quotation/Application Form. The Applicant will be referred to herein as "**you, your or yourself**". "Law" means common law, statutes, regulations and any subsidiary legislation prevailing from time to time in the Republic of South Africa.

2. APPLICATION, QUOTATION AND ACCEPTANCE

Once Wozipo has assessed your application for finance and has agreed to lend you the amount set out in the Quotation/Application Form ("the Amount") on the terms and conditions set out herein, and once you have signed the Quotation/Application Form together with the terms and conditions this becomes a binding agreement between Wozipo and You.

3. PAYMENT RECEIVED BY APPROVED VENDOR (4x4 Mega World store etc.)

Once Wozipo is in possession of the signed quotation/application form and terms and conditions annexed thereto, the amount will be paid into the nominated bank account.

4. REPAYMENT OF MONEY

- 4.1 You agree that you are indebted to Wozipo for the total contractual amount as set out in the Quotation/Application Form hereof, once the amount has been paid into the account as agreed by you, repayable in equal periodic instalments commencing on the date completed in the Quotation/Application Form as your first debit date and continuing every month, until the money has been repaid in full.
- 4.2 Wozipo is entitled to run a debit order for the monthly instalment amount from your bank account indicated on the application/quotation form and or any bank account belonging to you in the event the indicated bank account is no longer able to be debited.
- 4.3 Repayments will be allocated, at Wozipo's sole discretion, firstly to the Initiation fee, Service fee and Finance charges and thereafter to reduce the balance of the outstanding capital amount which was originally advanced to you.
- 4.4 You will not be entitled to withhold any monies or set-off any counterclaim that you may have against Wozipo and raise this as a reason for non-payment until this money is fully paid up.
- 4.5 Should any Instalment not be paid on due date, Wozipo capital will have the right, without prejudice to Wozipo capital's further or alternative rights and remedies, to charge penalty interest, in addition to any other interest provided for in the loan agreement, on all amounts so outstanding, from the dates those amounts became due to the date of payment thereof (both dates inclusive), calculated at the highest interest rate applicable to any part of the principal debt under this agreement.
- 4.6 Notwithstanding the date on which Wozipo receives your instalment, the first instalment due date will be the last day of the month.
- 4.7 Only where applicable, the terms of this agreement shall be based on Heter Iska (in which case "Repayment " shall mean "profit payment"), it being fully understood that you will not be liable to pay any amount more than that set out in the Schedule.

5. FEES AND CHARGES

- 5.1 In addition to the amount, you will be responsible for the payment of the fees and finance charges referred to in the Quotation/Application Form. If there is any change to any fees or charges, we will notify you of any such changes at least 5 working days prior to the implementation of such changes.
- 5.2 **Initiation Fee**
Relates to the admin cost of the credit vetting process and sundry clerical administration.
- 5.3 **Service Fee**
Relates to the ongoing cost of collections according to the NCR regulations.
- 5.4 **Annual Rate**
The amount shall include finance charges and be capitalized monthly at the monthly finance charge rate set out in the Quotation/Application Form.

6. EARLY SETTLEMENT

You may settle this agreement in full at any time by paying the full outstanding amount due to Wozipo.

7. DEFAULT AND ACCELERATION

- 7.1 Should you;
 - 7.1.1 fail to pay any amount payable by you to Wozipo on the due date thereof; or
 - 7.1.2 breach any provision of this Agreement; or
 - 7.1.3 publish a notice of the voluntary surrender of your estate; or die; or
 - 7.1.4 have an application for sequestration or curatorship brought against you; or
 - 7.1.5 Be or become insolvent or commit any act which is or would be an act as defined in the Insolvency Act No. 24 of 1936; or
 - 7.1.6 give Wozipo incorrect, misleading or deceptive information in connection with this Agreement;
 - 7.1.7 act fraudulently or dishonestly in connection with this Agreement you will be in default.
- 7.2 If you are in default, Wozipo may:
 - 7.2.1 give you written notice of such default and propose that you refer the 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 this Agreement or develop and agree on a plan to get repayments up to date;
 - 7.2.2 commence legal proceedings to enforce this Agreement, subject to having provided you with notice in terms of 7.2.1 above and you are and have been in default under this Agreement for at least 20 working days; at least 10 business days have elapsed since Wozipo delivered the notice, and you have not responded to that notice, or have responded to the notice by rejecting Wozipo's proposal.

8. COLLECTION COSTS

Wozipo is entitled to charge you for each letter it needs to write to you in terms of the National Credit Act ("the Act"), the costs thereof to be equal to that payable in respect of a registered letter of demand in an undefended action in terms of the Magistrates Court Act together with the necessary expenses incurred in delivering such letter.

Should Wozipo instruct attorneys to institute action against you, you will be liable for all legal costs incurred on the attorney and client scale.

9. CONFIDENTIAL AND CREDIT INFORMATION

- 9.1 By your signature hereto, you acknowledge and agree that:
 - 9.1.1 Wozipo have and may obtain any information of any nature whatsoever which relates to you and which may effect upon your application being granted;

Initial_____

9.1.2 Wozipo may obtain from and disclose to any credit bureau, the National Loans Register, South African Fraud Prevention Services and/or any of its agents or successors-in-title information with regard to this Agreement, your credit profile and history or any incorrect or false information given by you to Wozipo.

9.2 In addition, by your signature hereto you hereby confirm that Wozipo may transmit to registered credit bureau information concerning:

9.2.1 this Agreement and your account with Wozipo;

9.2.2 any non-compliance by you with the terms of this Agreement, in which event we will give you notice first.

9.3 You agree that such credit bureau will provide a credit profile and possibly a credit score on your credit worthiness.

9.4 You have the right to contact the credit bureau to have the credit disclosed and correct any inaccurate information.

10. GENERAL

10.1 Any amendment to this agreement must be in writing and signed by both parties

10.2 If you are unable to make your repayments, you have a right to apply to a debt counsellor to be declared over-indebted. A fee might be payable to such debt counsellor who will then evaluate the extent of your indebtedness and may attempt to assist you with the re-arrangement of your debt, if you are in fact over-indebted.

10.3 In the event of a dispute or a complaint, you should first refer the matter to Wozipo. If Wozipo is not able to resolve your dispute or complaint, the matter may be referred to an alternate dispute agent for resolution by independent conciliation, mediation or arbitration. If this is not successful, acceptable or possible, you are entitled to file a complaint with the National Credit Regulator, or make an application to the National Consumer Tribunal.

10.4 By signing this agreement, you are also automatically opting in to receive any correspondence from us (you may opt-out of the correspondence at any time).

10.5 Wozipo may cede and/or assign any of its rights and obligations under the Agreement to any third party without your consent, in which case you hereby authorise Wozipo to disclose any information, including documents, which Wozipo may have relating to you, including any information about the performance of your obligations under the Agreement, to any person to facilitate this right. You may not cede or assign your rights and obligations under the Agreement.

10.6 By your signature hereto you consent to the jurisdiction of any Magistrates Court having jurisdiction. Wozipo may however agree to start legal proceedings in any other competent court.

10.7 By your signature hereto you consent to Wozipo Capital disclosing any breach or default to any relevant private and or public forum should you fail to cooperate and remedy the breach or default timeously.

11. NOTICE ADDRESS

11.1 All notices, letters, documents, legal letters and legal processes sent by Wozipo concerning the Loan and/or Finance Agreement must be sent to your work place physical address as your chosen address to receive such correspondences and legal processes as reflected in the Quotation/Application Form. Wozipo appoints its physical address as appearing on the Quotation/Application Form as its chosen service address. Written notice must be given to the other party for any change of address, which will only be effective 4 (four) days after the date on which the notice of such change is received. Notices sent by registered post will be deemed to have been received on the 10th (tenth) day after the date of posting, unless otherwise proved.

12. PAYMENT METHOD

12.2 Debit order instruction and authority to deduct

12.2.1 You, by your signature hereto, hereby request, instruct and authorise Wozipo to draw against the bank account nominated by you in the Application Form, or against any other bank account that you may subsequently open or have opened, held at any bank, the amount necessary for the payment of the monthly instalment/s due to Wozipo in terms of this Agreement on the date agreed by you each and every month commencing on the first instalment payment date reflected in the Quotation/Application Form, and any finance charges and/or fees or costs that may be payable or which have accrued in respect of the agreement.

12.2.1 All withdrawals by Wozipo shall be treated as if they had been authorized and signed by you personally. You understand that the withdrawals hereby authorised will be processed using the payment service system provided by your bank. The details of each withdrawal will be printed on your bank statement or any accompanying voucher. Any bank charges relating to this debit order instruction will be paid by you. Provided that you have paid the full outstanding amount to Wozipo this debit instruction may be cancelled by you on 30 (thirty) days' notice in writing sent to Wozipo by prepaid registered post. Receipt of this instruction by Wozipo shall be regarded as receipt thereof by your nominated bank at the time of such receipt. You understand that you will not be entitled to any refund of amounts which you have withdrawn while this authority was in force or there existed an outstanding balance owed by you to Wozipo arising from the performance or non-performance, as the case may be, in terms of this authority.

13. AUTHORISATION FOR FINANCIAL, CREDIT AND EMPLOYMENT INFORMATION

13.1 You hereby consent to Wozipo having access to your financial, credit and employment information, as stipulated in this clause, whilst you fully understand that all your financial, credit and employment information is confidential.

14. Financial information

14.1 You, by your signature hereto, hereby direct and instruct your bank to release any financial information that Wozipo may require relating to your banking account and such information includes, but is not limited to, the following:
confirmation of whether you are the holder of the banking account;

14.1.1 confirmation of the banking account number, type of account and the branch at which the account is held;

14.1.2 the time period during which the banking account was active;

14.1.3 the balance and turnover of the account;

14.1.4 the transaction or history of the account;

14.1.5 a statement relating to the transactions that were conducted through the banking account;

14.1.6 a reconciliation report and an item analysis indicating the date on which the funds are deposited into or withdrawn from the banking account; and

14.1.7 information relating to any other banking account/s held at the bank

15. EMPLOYMENT INFORMATION

You, by your signature hereto, hereby direct and instruct your employer to release any information that Wozipo may require relating to your employment relationship with your employer, and such information includes, but is not limited to, the following:

15.1 confirmation of your employment;

15.2 the date upon which you are paid;

15.3 details of your remuneration;

15.4 details of the bank account into which your remuneration is being paid;

15.5 copies of your payslip (both historical and current); and

15.6 the status of your employment

16. CREDIT INFORMATION

You, by your signature hereto, hereby direct and instruct any credit bureau, or other similar organization that has any information pertaining to you or your credit worthiness, to release such information to Wozipo.

17. COMPLAINTS

Contact Wozipo on 011 242 5005. If Wozipo has not helped you or you are still dissatisfied, contact the NCR on 0860 100 406.

18. DECLARATION AND AUTHORIZATION BY APPLICANT

Initial_____

- 18.1** By signing this Agreement you declare and agree that you:
- 18.1.1** have read the Agreement or that it has been read to you;
 - 18.1.2** understand and appreciate the terms and conditions of the Agreement as explained to you in a language of your choice;
 - 18.1.3** have been given a copy of the Agreement;
 - 18.1.4** you accept all of the terms and conditions of the Agreement;
 - 18.1.5** you agree to be bound by all of the declarations and terms contained in the Agreement and those contained in the Quote/Application Form;
 - 18.1.6** you declare that all of the information that you have provided, now and previously, including, but not limited to, the declarations provided in the Application Form, is true and correct in all respects and is not misleading nor does it misrepresent any facts or information in any way.
- 18.2** Upon signing this Agreement you agree to give Wozipo permission to:
- 18.2.1** contact any party to confirm that the information provided in any Quote/Application Form, is correct;
 - 18.2.2** obtain details from any party about your banking details, financial status, your credit records and payment history and details on the National Loans Register ("NLR") and Credit Bureau;
 - 18.2.3** give and receive information about any money agreements and any future money agreements given to you from any party, including any credit bureau, SAPS and/or any similar organization, and to disclose/receive any personal information:
 - 18.2.3.1** for purposes of this Agreement;
 - 18.2.3.2** where it is in the public interest to do so;
 - 18.2.3.3** where it is legally compelled to do so; and/or
 - 18.2.3.4** where disclosure is made with your written consent.
- 18.3** If the money is to be repaid by debit order or authorized deduction from your bank account then you, by your signature hereto, agree that:
- 18.3.1** your salary is paid into the bank account, as shown in the Quotation/Application Form, and from which instalments will be deducted;
 - 18.3.2** you will make sure that your salary is paid into the bank account, as shown on the Quotation/Application Form, until the whole Amount has been repaid and you may not close that account unless Wozipo agrees thereto in writing.
 - 18.3.3** acknowledge that Wozipo is relying on the information that you have given it;
 - 18.3.4** understand that the truthfulness of the information provided by you on the Quotation/Application Form is material in inducing Wozipo to grant the Amount to you;
 - 18.3.5** understand that any information supplied that is untruthful will entitle Wozipo to refrain from granting the Amount or, if the Amount has already been granted to you, Wozipo will be entitled to withdraw the Amount if the misrepresentations made by yourself are material.
 - 18.3.6** acknowledge that you have received and carefully considered a copy of the Loan/Finance Agreement and all other documents that you are required to sign and return to us in order for us to accept this offer before you signed those documents;
 - 18.3.7** unconditionally absolve and indemnify Wozipo from and against any loss, damage, costs or expenses which either Wozipo or you may sustain or incur, either directly or indirectly as a result of it relying on and using the banking details and or any information supplied to it by you or on your behalf, in order to pay the proceeds of the Amount;
 - 18.3.8** agree that Wozipo will not be liable in respect of any errors or omissions from any particulars given to it by you or by any other person on your behalf;
 - 18.3.9** understand and accept that all other documentation signed by you in connection with this Agreement (including the Quotation/Application Form and all annexures thereto), forms part of the Agreement, as if they had been specifically incorporated herein; and
 - 18.3.10** declare that the Agreement has been explained to you and that
 - 18.3.11** you fully understand and appreciate all of the risks, costs and your terms of the Agreement.

19. PAYMENT TO THIRD PARTIES

- 19.1** A third party is any entity that provides a product or service stipulated in the Quotation/Application Form
- 19.2** Wozipo Capital will not make any payments to a third party that does not have a VAT number
- 19.3** Wozipo Capital reserves the right to decline a payment to a Third party.
- 19.4** you will make sure a pro forma invoice or quote by the third party include their correct banking details. You will be liable for any amounts paid into a nominated Third Party's bank account that has been supplied to us incorrectly.

20. PRODUCT OR SERVICE DELIVERY

- 20.1** Wozipo Capital is not responsible for any loss or damage from any unauthorised use of a product/service, after it has been delivered by the third party, to you.
- 20.2** The Third Party Seller will deliver the Goods or service to you as soon as reasonably possible. Wozipo Capital has no liability for any delay or default in service delivery.

21 LIMITED LIABILITY

- 21.1** Under no circumstances will Wozipo Capital be liable for any loss or damage.
- 21.2** The Buyer shall indemnify Wozipo Capital against any claim/s made by a third party in respect of whom; Wozipo Capital is not liable under these terms and conditions. The Agreement will be finished based on the term set out in the Quote/Application Form signed by the customer/client.

22 RISK AND OWNERSHIP

- 22.1** On delivery of the Products to the Customer, the risk of the Product/Service from the third party shall pass to the Customer notwithstanding that ownership of the Products/Service remains with Wozipo Capital.
- 22.2** Once the payment has been made by Wozipo Capital to the respected third party company as specified on the Pre-Approval Quotation, the customer may not reverse the payment, and or cancel the agreement.
- 22.3** Insurance on your financed product(s) is not compulsory but highly recommended.

Applicant's Signature: _____

Date of Signature: _____

Initial_____