

bsmart School-Days[®] Shopping Card Terms and Conditions

1 DEFINITIONS

- 1.1 “account” or “account number” means the member’s unique bsmart School-Days Shopping Card account number with linked purchase limit as agreed between the parties;
- 1.2 “agreement” means the agreement between the member and Cape Consumers for the use of the bsmart School-Days Shopping Card on these terms and conditions;
- 1.3 “application” means an application for a bsmart School-Days Shopping Card;
- 1.4 “bonus” means the bonus referred to in paragraph 5.2.;
- 1.5 “bonus qualifying purchases” means purchases of goods and/or services that qualify for a bonus in terms of Cape Consumers’ policies;
- 1.6 “Buyers Reserve Fund” means the fund established by the company for Cape Consumers members, but excluding members that have applied for and entered into an agreement for a bsmart School-Days Shopping Card;
- 1.7 “Cape Consumers” or “company” or “us” or “we” or “our” means Cape Consumers (Pty) Ltd, Registration No. 1955/003218/07, of Atlantic Centre, 3rd Floor, 14 Christiaan Barnard Street, Cape Town and VAT no. 4320104542;
- 1.8 “card” or “bsmart School-Days Shopping Card” means the bsmart School-Days Shopping Card, a valid electronic card issued by Nedbank for members to facilitate transactions with retailers;
- 1.9 “purchase limit” means the maximum amount available on the account to be used for purchases with the bsmart School-Days Shopping Card, mobile app or account;
- 1.10 “indebted amount” means the total amount due to bsmart for purchases exceeding the purchase limit, as well as any card fees that are due and payable;
- 1.11 “due date” means the date that payment of the indebted amount is due to Cape Consumers, which date will be the last day of each month;
- 1.12 “member” means a School-Days member who has entered into an agreement with Cape Consumers on these terms;
- 1.13 “mobile app” means a software application downloaded by the member on his/her mobile device used as a point-of-sale integrated mobile payment application provided by a third party (WiGroup) and by use of a QR code or pin;
- 1.14 “Nedbank” means Nedbank Limited Registration number 1951/000009/06;

- 1.15 “retailer” means any participating supplier of goods and/or services who has entered into a retailer agreement with Cape Consumers in terms whereof goods and/or services will be supplied to members against payment utilising the bsmart School-Days Shopping Card, mobile app or account;
- 1.16 “School-Days” means prepaid education time, as defined in the terms and conditions applicable to members of the School-Days Programme, which is a programme operated by TrustEd Bursaries (Pty) Ltd that facilitates saving for, and payment of, education fees by its members through use of the School-Days mechanism;
- 1.17 “trading period” means the period commencing on the 16th day of each month and terminating on the 15th day of the following month, or any other period that Cape Consumers determines from time to time.
- 1.18 “Card / membership fee” means the monthly fee payable as defined in par 6.1.
- 1.19 “bsmart pre-funded bank account” means the bank account into which funds must be paid to be made available as purchase limit. This account detail is available on the monthly statement.

2 INTRODUCTION

- 2.1 Cape Consumers assists members to effect economies and savings in regard to their expenditure. Cape Consumers effects this by using the combined purchase power of their members to negotiate discounts from retailers.
- 2.2 Discounts are accessed when members use the bsmart powered transaction card or mobile app to pay for purchases at participating retailers.
- 2.3 The funds used to pay for purchases are pre-funded by the member. The member transfers an amount of their choosing into the bsmart pre-funded bank account which is then loaded onto the member’s account as purchase limit.
- 2.4 Discounts on purchases are calculated on the Cape Consumers system as bonuses and awarded to School-Days members as School-Days.
- 2.5 The account is not a credit account, nor is a credit facility. However, on occasion a delay in system purchase updates may allow the member to purchase in excess of the real available purchase limit, causing the account to go into a negative balance. This forms part of the indebted amount and the member is required to reimburse Cape Consumers by the end of the relevant month.

3 APPLICATION FOR MEMBERSHIP

- 3.1 Any person that meets the minimum requirements in terms of Cape Consumers’ conditions for membership may apply for a bsmart School-Days Shopping Card. These include that the

applicant must be 18 years old or older on the day of application and be a South African resident with a valid South African ID.

- 3.2 Cape Consumers determine the conditions for membership in their own discretion in the interest of the company and the members.

4 GENERAL USE OF THE BSMART SCHOOL-DAYS SHOPPING CARD AND ACCOUNT

4.1 Members may use the bsmart School-Days Shopping Card, mobile app or bsmart School-Days account number (where applicable) to facilitate payment for goods and services from retailers.

4.2 You may only use the card and account to purchase goods and/or services. In addition to other functionality you may also use the mobile app to purchase goods and/or services at participating retailers. The card, mobile app and account may not be used for payment of any retailer accounts unless specifically permitted by Cape Consumers in terms of an arrangement agreed between Cape Consumers and a retailer and agreed in writing by Cape Consumers with the member.

4.3 At point of purchase and on condition that the transaction is approved by the retailer's POS device, the retailer will release the goods or services immediately and claim payment for the goods and services from Cape Consumers in terms of the agreement between Cape Consumers and the retailer.

4.4 Cape Consumers will pay the retailer who supplied goods and/or services to members in terms of the agreement between Cape Consumers and the retailer. The member is not a party to the agreement between Cape Consumers and the retailer.

4.5 Cape Consumers receives members' transactional details from Nedbank and WiGroup as the authors and processors of the transactions through card, mobile app and account number. Cape Consumers will deduct from the member's purchase limit the value of the transactions incurred by the member on the bsmart School-Days Shopping Card, mobile app or account for the trading period.

4.6 We are not liable to pay any entity or person who is not a retailer as defined in the agreement.

4.7 If the total amount for purchases exceed the available purchase limit, the indebted amount will be due to Cape Consumers by month end of the month in which the trading period ends.

4.8 At a member's request, Cape Consumers may agree for Nedbank to issue secondary cards to one or more persons nominated by the member. The member remains responsible for all amounts owing on the account.

4.9 The card will never become your property and you must return it to us on termination of membership or on request.

- 4.10 You must take proper care of your card, including taking all possible steps to prevent any person who does not have the authority to use it, from using it, or to prevent the card from being lost, stolen or damaged.
- 4.11 If the card is lost or stolen or if you become aware that the card has been used by any unauthorised person, you must tell us by phoning (021) 409 7600 during office hours on business days (08:00 – 16:30) or by contacting Nedbank as the issuer of the card, at the toll-free number 0800 110 929 after hours.
- 4.12 Once you have reported the theft or loss of a card, Cape Consumers will not hold you liable if someone uses the card after you notified us, unless:
- 4.12.1 your signature appears on the voucher, sales slip or similar record confirming that you used the card; or
- 4.12.2 we have other evidence that is satisfactory in our opinion to reasonably confirm that you authorised someone else to use the card, mobile app or account.

5 MEMBER'S RIGHTS

- 5.1 The provisions of our Memorandum of Incorporation, as may be amended from time to time with the approval of a resolution of the buyers passed with a two thirds majority at a special general meeting of the buyers and at which meeting at least 50 (fifty) buyers are present, regulates the affairs of Cape Consumers in relation to the buyers. These affairs include but are not limited to, the general meeting of buyers, the rights of the general meeting of buyers to appoint shareholders of Cape Consumers, and the rights of the buyers at the winding up of Cape Consumers.
- 5.2 The bonus will be distributed in the form of School-Days and may be distributed quarterly. In the event of the member terminating membership, any bonus due will be credited to the member's account and paid out. The bonus calculated may differ from member to member, taking into account amongst other the member's monthly spend on the card. No bonus will be distributable in relation to the full amount of bonus qualifying purchases for a trading period where an indebted amount was not paid in full on or before the due date.
- 5.3 Not all purchases made by a member may qualify for the bonus referred to in clause 5.2 above.
- 5.4 You will not contribute to the Buyers Reserve Fund and accordingly will not share in any payments from the Buyers Reserve Fund when the agreement terminates.

6 FEES AND OTHER CHARGES

- 6.1 You will pay a monthly bsmart School-Days Shopping Card fee of R 26.00 in consideration for the services that we provide. These services include the negotiating with and regulating the relationships with participating retailers.

- 6.2 Any indebted amount will be deducted every month from the available account balance. If the account balance is not sufficient to cover the indebted amount, it will be indicated on your monthly statement and should be settled by the end of that specific month.
- 6.3 Interest will be charged on unpaid fees not settled at the end of the specific month at the applicable rate.
- 6.4 If your card is lost or stolen, a replacement fee of R 50.00 per card will be charged.

7 STATEMENT OF ACCOUNT

- 7.1 Unless otherwise agreed we will deliver a monthly statement of account to you by email to the email address provided in your application.
- 7.2 The statement will show:
 - 7.2.1 the monthly bsmart School-Days fee;
 - 7.2.2 the purchases for the month;
 - 7.2.3 the annual interest rate that applies to indebted amounts;
 - 7.2.4 the interest for the month on unpaid fees (if applicable);
 - 7.2.5 the total available purchase limit on the date that the statement is processed.
- 7.3 The monthly account statement is prima facie (on the face of it) proof of your purchases from retailers and you agree that if you dispute that, you will have to prove that.
- 7.4 As the member it is your duty to make sure that you receive your monthly statement. If you have not received your statement, please contact us on 021-4097600 or send an email to schooldays@bsmart.co.za.
- 7.5 It is important that you check your monthly statement to make sure that it is correct. If you do not agree with any item or entry on the monthly statement, you must write to us within 30 (THIRTY) days of the date of the statement and inform us why you do not agree in order for us to investigate it, obtain the relevant documents and make the necessary enquiries. In the interim you must still pay us the full indebted amount due to us as shown on your monthly statement. If there was indeed an error, we will refund you the amount that we owe to you.

8 PURCHASE FUNDS PAYMENTS AND BALANCE PAYMENTS

- 8.1 Payment of funds to be used as purchase funds can be made into the bsmart pre-funded bank account at any time and as frequently as needed.
- 8.2 Funds should be available within 48 hours from when Cape Consumers have confirmed receipt of the payment into the bsmart pre-funded bank account. Cape consumers does not have control over the interbank or inter-account transfer processes and cannot guarantee that funds will be available for purchase within a specific time.

- 8.3 On receipt of purchase funds payment Cape Consumers will deduct any indebted amounts from the purchase limit.
- 8.4 When the purchase limit is updated, minus any deductions for unpaid fees, an SMS will be sent to the account holder on the nominated cell number confirming the new available purchase limit.
- 8.5 Payments received as purchase funds can be refunded only in the event that such payment was made accidentally. This includes situations where the member accidentally made a payment into the bsmart pre-funded bank account or where the member accidentally made payment of too high an amount. A request must be submitted to Cape Consumers with the reason for the refund request and, if validated by Cape Consumers, the balance of the payment received will be refunded, minus any values deducted for any indebted amounts.
- 8.6 Members can only utilise the purchase limit through account purchases. Direct payment of the full or portion of the purchase limit can only be done if the account is cancelled or in terms of 8.5 above and then only directly into the nominated bank account of the member.
- 8.7 Should you require any further assistance, please contact us on 021-4097600 or send an email to schooldays@bsmart.co.za.

9 MEMBER'S RIGHT TO CANCEL

- 9.1 You may cancel the agreement and close the account by submitting a written request for cancellation to Cape Consumers.
- 9.2 Any indebted amounts will be deducted from the remaining purchase limit before paying the balance to the member. If the available purchase limit is insufficient to settle the indebted amount, the account will only be cancelled once the member settled the indebted amount.

10 ADDRESS FOR NOTICE

- 10.1 Cape Consumers chooses the address on the application form, as the address where we will accept all documents, pleadings and notices from you in connection with the agreement.
- 10.2 You choose the residential address on the application form, as your *domicilium citande et executandi* (the address where a summons or other legal documents or notices will be delivered to you) to accept service of all documents, pleadings and notices from us in connection with the agreement.
- 10.3 Any party that wants to change the addresses for this purpose must notify the other party in writing what the new address will

11 USE OF PERSONAL INFORMATION

- 11.1 We will use your personal information for purposes of the relationships between us and in accordance with the provisions of our privacy policy as set out at bsmart.co.za

11.2 We may make enquiries with third parties to confirm whether the information that you supplied during the application process or at any time during the term of the agreement, is correct.

12 BREACH AND TERMINATION

12.1 The agreement is not for a fixed period and will continue until either party cancels it in terms of the agreement.

12.2 If you do not pay any indebted amounts when due, you will pay interest on the amount in arrears.

12.3 If you are in breach of the agreement, the full outstanding amount (including capital, interest and fees) will immediately become due and payable and you may be liable for other costs that the law allows us to charge, like collections costs.

12.4 You agree to receive notices (including but not limited to a notice in terms of section 129 of the NCA) by registered mail at your *domicilium address* which is the address stated in the application form or if your address has changed, your new address, subject to you informing us in writing of the change in address.

12.5 If you agree with Cape Consumers to pay any outstanding amount in monthly instalments after we have suspended or terminated your account and membership, it does not mean that we have re-opened the account or that the membership agreement enacted again.

13 EFFECT OF BREACH

13.1 If you breach any term of the agreement, we may without limiting any of our rights in terms of the law, terminate your membership, cancel the use of the card/s, mobile app and/or account immediately and demand that you pay any indebted amount, which will immediately become due and payable, and immediately return the cards to us.

13.2 We may hand over your debt to attorneys or debt collectors for collection of due amounts in which case the permissible charges as allowed for in law will apply.

13.3 If any of the parties take legal action to enforce the agreement (including legal action against you to recover any amount due to us), the parties agree to:

13.3.1 the jurisdiction of the Magistrate's Court even if the amount claimed is more than what the Magistrate's Court normally be entitled to determine; and

13.3.2 pay all legal costs on the scale as between attorney and client, which will include interest, tracing fees and collection commission, as the case may be.

13.4 If you breach the agreement you will forfeit the bonus distribution for the months where you were in breach as provided for in clause 5.2. If we terminate the agreement due to breach,

you will forfeit any bonus distributions that would have been due to you at the date of breach of the agreement.

- 13.5 You agree that we can appoint a tracing agent, if you breach the terms of agreement and we are not able to trace you.

14 CESSION

- 14.1 You hereby authorise us to cede (transfer) to any third party, all rights title and interest in and to all or part of your debt with us.

- 14.2 You may not cede (transfer) any of your rights or duties in terms of the agreement to any party without our written consent.

15 WAIVER

If we do not exercise or enforce all our rights it will not mean that we waive (do away with) our rights in terms of the agreement.

16 FOR AND ON BEHALF OF LEGAL ENTITIES

If you are a legal person, the natural person who enters into the agreement on behalf of the legal person, warrants that he/she is duly authorised to do so and accepts responsibility for payment of the amount due in terms hereof, as surety and co-principal debtor with said entity.