

MEMBERSHIP APPLICATION: TERMS AND CONDITIONS

1. GENERAL

If an application for membership is approved, the applicant becomes a Member in terms of the Statute of Iemas Financial Services (Co-operative) Ltd (hereafter Iemas) and obtains the rights and responsibilities as stated in the said Statute and in accordance with this agreement.

2. GUARANTEE

The applicant guarantees that the answers furnished in the application for membership are in every respect true and correct.

3. FINANCIAL AND INSURANCE SERVICES

The parties place on record that when a Member makes use of Iemas' financial and insurance services, further application(s) and agreements are applicable and an approval of this application does not necessarily guarantee the approval of any products or services.

4. AGREEMENT

The parties agree that:

- 4.1 Iemas has/may conclude(d) an agreement with the Member's employer in terms whereof Iemas, for as long as the Member owes any money to Iemas, is irrevocably entitled to deduct the money due by the Member directly from his/her salary (salary includes bonuses, leave pay and severance packages), before the salary is payable to the Member, whereafter the employer will pay the said amount over to Iemas and the Member's accounts will be credited accordingly. As a precondition for membership the Member herewith submits himself to the salary deduction agreement between Iemas and the employer, and herewith irrevocably authorises and grants Iemas full proxy to arrange salary deductions with the Member's employer for as long as the Member owes any money to Iemas. Should this proxy be invalidated for any reason, the Member herewith irrevocably instructs the employer to deduct and pay over to Iemas any amounts due to Iemas in terms of any agreement. Nothing in this agreement prevents Iemas in its sole discretion from arranging in writing alternative means of repayment;
- 4.2 Where a dispute originates between the Member and Iemas in connection with any deduction as mentioned above in 4.1, the said dispute will be settled between the Member and Iemas and the employer is not party to the said dispute;
- 4.3 The Member authorises Iemas to obtain any relevant personal information of him/her, from the employer's personnel department, which information will be reasonably applied by Iemas in its daily business;
- 4.4 Iemas is entitled to allocate any payment received on behalf of the Member to any cause and/or debt of Iemas' choice. Payment received will firstly be allocated to interest, then to fees or charges due and lastly capital;

4.5 The Member's employer may charge an administration fee for the administration of the salary deduction facility. It is placed on record that any such arrangement is an arrangement between the Member and the employer and Iemas is not a party thereto except that Iemas may facilitate the arrangement on behalf of the employer as agreed from time to time between Iemas and the employer.

5. COMPLETE AGREEMENT

No amendments to this agreement are of any legal force or effect if it is not in written form and signed by the Member and Iemas or their authorised representatives.

6. JURISDICTION AND COST

6.1 The Member hereby consents to the jurisdiction of the Magistrate's Court in respect of all legal steps taken in connection with this agreement, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the court. Notwithstanding the foregoing, Iemas is entitled to institute any or all legal steps against the Member in connection with this agreement in any division of the High Court of South Africa;

6.2 Where Iemas is successful in any litigation against the Member, Iemas is entitled to recover costs from the Member on the scale of attorney-and-client and the Member is responsible for the payment of collection commission payable to Iemas' collectors.

7. CERTIFICATE

A certificate signed by a Manager of Iemas (which persons appointment in that capacity do not have to be proven) wherein particulars of any amount due by the Member to Iemas in terms of this agreement are included, or that includes any other particulars is *prima fade* proof of the particulars mentioned for the purpose of summary or preliminary judgement.

8. CONSENT TO OBTAIN AND SUPPLY INFORMATION

8.1 Iemas supplies information to the following credit bureaus: Transunion (011 214 6000), Experian (0861 10 56 65) and XDS (011 645 9100). These credit bureaus may report or release the Member's credit information to other entitled parties as a credit profile or credit score of the Member's credit worthiness. The Member is entitled to contact these and any other credit bureau in order to obtain his credit record and to have inaccurate information corrected;

8.2 The Member hereby authorises Iemas to:

8.2.1 Submit data to a credit bureau about the application, opening and termination of an account.

8.2.2 Obtain and verify at any time personal and credit information concerning the Member from any credit bureau or employer in order to assess an application for credit, a level of indebtedness and debt repayment history.

8.2.3 Inform a credit bureau regarding non-compliance with the terms and conditions of an agreement.

9. ADDRESSES FOR RECEIVING DOCUMENTS

9.1 Whenever a party to this document is required, or wishes to, give legal notice to the other party for any purpose contemplated in this document, the party giving notice must deliver that notice to the other party at the address reflected in this document in person or registered mail. This address will be the address where all notices, process documents and pleadings are served, and court orders executed;

9.2 Any party may change their address by delivering to the other party a written notice of the new address by hand, registered mail, or electronic mail, if that other party has provided an email address.

10. DIVISIBILITY

Every phrase, sentence paragraph and clause of this document is divisible from every other phrase, sentence, paragraph and clause in this document. If it is found that a specific phrase, sentence, paragraph or clause is unenforceable, the rest of this document will bind the parties as if the specific phrase, sentence, paragraph of clause mentioned, never formed part of it.

Signature of Applicant

Place

____/____/_____
Date