

KLK LANDBOU LIMITED

(Hereafter referred to as 'KLK')

(KLK includes its related entities where applicable)

Registered Credit Provider: NCRCP 2580

ADDENDUM TO CREDIT - / ACCOUNT AGREEMENT**AFRIKAANSE WEERGAWE OP BLADSY 1-2****VOLTOOI SLEGS AFRIKAANS OF ENGELSE WEERGAWE**

[This agreement forms part of the Parties' existing Credit - / Account Agreement (hereafter referred to as the 'Main Agreement'). The Main Agreement is therefore incorporated in this Addendum as if repeated verbatim herein and this Addendum will at all times be interpreted and executed in accordance with and subject to the provisions of the Main Agreement.]

For purposes of this Addendum the word '**PIN**' refers to your **CONFIDENTIAL PERSONALISED IDENTIFICATION NUMBER/S** associated with your account below.

Registered/Individual's Name: _____

(Existing Account Holder)

Account Number: _____

Mobile Number: _____

Email Address: _____

(Hereafter referred to as the 'Account Holder')

This Addendum sets out the Account Holder's rights and obligations associated with the PIN and linked KLK account. The interests of Account Holders are of the utmost importance to KLK and the contents of this Addendum, as well as the Main Agreement, must be carefully considered.

THE PARTIES HEREBY AGREE AS FOLLOWS:**PERSONAL IDENTIFICATION NUMBER (PIN):**

1. The use of a PIN improves security and protects the privacy of all Parties with regards to the operational systems and information processed during transactions between KLK and the Account Holder. The purpose of the PIN is to restrict and/or prevent unauthorised access to the Account Holder's account.
2. Account Holders may appoint one or more authorised representatives who shall each select a unique PIN that will enable authorise them to conduct transactions with KLK on the Account Holder's Account.
3. The PIN identifies Account Holders and their authorised representatives and allow / approve transactions for the procurement of goods and services on an Account Holder's account with KLK where the PIN system is operational.
4. A PIN selected by an Account Holder or its authorised representative must consist of a combination of numbers. Select a PIN which cannot be easily guessed.
5. Account Holders and their authorised representatives will each select their own unique PIN, which will be for personal use only and must be treated as confidential.

6. The PIN is deemed to be an electronic signature that identifies the user of such PIN as the Account Holder or an authorised representative.
7. KLK considers the use of a PIN as appropriate authorisation of the particular transaction(s) on the Account Holder's account. KLK is therefore entitled to execute and complete any transaction authorised by a PIN.
8. Any transaction(s) authorised by a PIN shall have the same legally binding effect than a written and signed instruction/order by an Account Holder.
9. When a PIN is issued to an individual, said individual is being authorised to lawfully acquire goods and services from KLK on the Account Holder's linked account.
Should certain transactions be allowed by KLK without a PIN, such transactions will result in the same rights and obligations for the Account Holder towards KLK as if a PIN was indeed used in the particular transaction. KLK is hereby irrevocably authorised by the Account Holder to charge any amount of such transaction/s against the Account Holder's account.

RIGHTS & OBLIGATIONS OF ACCOUNT HOLDERS:

1. A PIN provides access for Account Holders and their authorised representatives to procure and acquire goods and services on the Account Holder's linked account with KLK.
2. Account Holders and their authorised representatives must protect their PIN and secure the confidentiality thereof by not revealing their PIN to anyone (including employees of KLK).
3. For safety and security purposes a PIN should be memorised and not written down anywhere. The PIN should further be changed on a regular basis in order to prevent possible unauthorised use by a third party.
4. Account Holders and their authorised representatives are liable for all transactions executed with their PIN, even if they did not have the necessary intention and even if such transaction was not specifically authorised by them.
5. Unauthorised or fraudulent transactions concluded with the use of a PIN, shall be charged against the Account Holder's linked account and will remain due and payable.
6. Account Holders and their authorised representative are responsible to report in writing to KLK (to the email address in paragraph 7 below) any suspected abuse / misuse of a PIN and to ensure that the relevant PIN be cancelled and altered without delay.
7. It is the responsibility of the Account Holder to notify KLK in writing if the authorization and PIN of an authorized representative is revoked. Written notification must be sent to: debiteure@klk.co.za

LIABILITY FOR TRANSACTIONS / LOSSES:

1. Account Holders are liable for any transaction(s) authorised by a PIN which is linked to their account, even where such a PIN was used by someone other than the Account Holder or authorised representative and even where such unauthorised transaction(s) exceed the credit limit / available funds of the account (where applicable).
2. Account Holders are responsible for scrutinizing account statements to verify the accuracy of transactions. Unauthorised and inaccurate transactions must be reported to KLK in writing without delay.

- Transactions will be deemed as accurate unless otherwise communicated in writing to KLK by Account Holders within 30 (thirty) calendar days after date of statement.
3. Account Holders will not be liable for any losses arising from technical / system related problems – or other errors by KLK.

CREDIT LIMIT OF ACCOUNT LINKED TO PIN:

Account Holders shall ensure that no transactions are concluded with a PIN by either themselves or their authorised representatives that exceeds the credit limit of the linked account. Should the credit limit on an account be exceeded for whatever reason, the Account Holder shall remain liable for payment of such excess amount, which amount shall be immediately due and payable.

VERIFICATION OF TRANSACTIONS:

All transactions by Account Holders and their authorised representatives using a PIN is subject to verification and approval by KLK, which verification and approval may occur on a later date after the date of the transaction.

AMENDMENT OF PIN TERMS & CONDITIONS:

KLK reserves the right to amend the terms and conditions for the use of a PIN. Proper notice of such amendment/s will be issued to all Account Holders. Any use of a PIN after the date of notice of amendment/s shall be deemed to constitute consent to the amended terms and conditions.

TERMINATION OF AGREEMENT:

Should Account Holders and their authorised representatives fail to comply with the terms and conditions of this Agreement, KLK shall be entitled to suspend the use of a PIN, either partially or in full, and to terminate this Agreement with immediate effect without any further notice to the other Party. Notwithstanding the termination of this Agreement, the Account Holder shall remain liable for payment of any outstanding amounts.

APPOINTMENT OF AUTHORISED REPRESENTATIVES:

Authorisation is hereby granted that the individuals listed in **Schedule 1** may each obtain a separate PIN, which they are authorised to use to conduct transactions on the Account Holder's account at institutions assigned by KLK:

COMMUNICATION BY KLK

1. The Account Holders and authorised representatives hereby consent that all communication by KLK may be directed and sent to them, by way of electronic communication to their mobile phone number or e-mail address, as contained in this agreement. Electronic communication conducted by KLK in such a way shall be considered to be sufficient written notice.
2. It is the responsibility of Account Holders and authorised representatives to notify KLK in writing if their email addresses and/or mobile phone numbers change. Written notification must also be sent to: debiteure@klk.co.za

PROCESSING OF PERSONAL INFORMATION:

Account holders and authorised representatives hereby consent that KLK may process their personal information in accordance with the provisions of the Protection of Personal Information Act (Act 4 of 2013) [POPIA] and KLK's Privacy Policy, as required to properly execute the Main Agreement, as well as this Addendum and resulting transactions on the Account Holder's account.

SIGNED at on this day of 20.....

Signature of / on behalf of the Account Holder

WITNESS: _____
NAME & SURNAME

SIGNATURE

Herein represented by _____ (Full name and surname), who certifies that he/she has read these terms and conditions for the use of a PIN, that he/she understands it and that he/she is duly authorised to bind the Account Holder hereto.

SCHEDULE 1

	Full Name	Surname	Identity Number	Mobile Number	Email Address
1					
2					
3					
4					
5					

BY SIGNING, I CERTIFY THAT I HAVE READ THE TERMS AND CONDITIONS FOR THE USE OF A PIN, UNDERSTAND THEM AND BIND MYSELF TO COMPLY WITH THEM. I ALSO GRANT THE REQUIRED CONSENTS, INCLUDING BUT NOT LIMITED TO COMMUNICATION THROUGH ELECTRONIC MESSAGES AND THE PROCESSING OF MY PERSONAL INFORMATION IN TERMS OF POPIA.

Signature of Authorised Representative 1

WITNESS: _____
NAME & SURNAME

SIGNATURE

Signature of Authorised Representative 2

WITNESS: _____
NAME & SURNAME

SIGNATURE

Signature of Authorised Representative 3

WITNESS: _____
NAME & SURNAME

SIGNATURE

Signature of Authorised Representative 4

WITNESS: _____
NAME & SURNAME

SIGNATURE

Signature of Authorised Representative 5

WITNESS: _____
NAME & SURNAME

SIGNATURE