

## RCS WEBSITE TERMS OF USE

### 1. Application and binding nature of these Terms of Use

The terms and conditions that are set out below (“T&Cs”) will apply whenever you access and use our website. By using this website, you acknowledge that you have read and understood these T&Cs and agree to be bound by them. In terms of the Electronic Communications and Transactions Act of 2002, as amended, these T&Cs are binding and legally enforceable against you. **Please do not use our website if you do not agree to be bound by these T&Cs.**

### 2. Amendment of these T&Cs

We may, from time to time, update or change these T&Cs, the content of - or available services on our website or make technical changes, without any notice to you. We recommend that you read these T&Cs every time you access and use our website. Amended T&Cs will bear a different version number on the footer of each page of these T&Cs and will supersede and replace any previous T&Cs.

### 3. Ownership of website

The RCS website [www.rcs.co.za](http://www.rcs.co.za) is owned by RCS Cards (Pty) Ltd, a member of the RCS Group (“RCS”), with its registered address at Ground Floor, Liberty Grande Building, Corner of Voortrekker Road and Vanguard Drive, Goodwood, Cape Town. All of our rights and/or defences as set out in these T&Cs shall be for the benefit of our group of companies.

### 4. Use of our website

- 4.1 You may view, download or print information that is available on our website, provided that you do so for your own personal purposes.
- 4.2 You may also make use of any of our online services, such as the online credit application procedure and the Online Quick Check.
- 4.3 You may not use our website for (including, without limitation) illegal, offensive, nuisance or damaging purposes; or to create, store or send unsolicited communications.
- 4.4 The creation of any links to our website from any other site whatsoever is strictly prohibited.
- 4.5 Copyright and trademark rights may subsist in some or all of the content on our website. Unauthorised use, reproduction, copying, dissemination, modification and/or distribution is strictly prohibited and constitutes an infringement of our or our retail partners’ intellectual property right.

- 4.6 We reserve the right to restrict your use and access to our website or part thereof in the event of any unauthorized use.
5. Disclaimers and exclusions of liability
- 5.1 **When you use our website, you do so entirely at your own risk. We cannot be held liable for any damage or loss sustained by you, or a third party, arising out of your access or use of our website, or reliance on any information contained thereon. You indemnify us accordingly.**
- 5.2 **All reasonable steps are taken to ensure that the information on our website is accurate, complete and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, complete and/or current.**
- 5.3 **We do not warrant that the functions provided by the website will be uninterrupted or error free, or that the website or the server that makes it available are free from viruses or other harmful components.**
6. Privacy & information security policy
- 6.1 Any information that you upload on our website will be stored on a secure server. Our secure server encrypts your personal details in order to minimise the risk of unauthorised disclosure or interception.
- 6.2 We will deal with your information only as directed by you, or in accordance with current legislation that applies to us.
- 6.3 Whilst all reasonable efforts are taken to ensure that your personal information is protected as they travel over the internet, we cannot guarantee the absolute security of any information you exchange with us.
- 6.4 When using our Online Quick Check tool, you give us permission to use your information in order to market our products and/or services, as well as any other products and/or services that we believe may be of interest to you. If you do not wish to be marketed to, simply call us to opt-out of any further marketing messages.
- 6.5 RCS (in conjunction with Google Analytics and Display Advertising (including but not limited to Remarketing, Google Display Network Impression Reporting, DoubleClick, and Google Analytics Demographics and Interest Reporting services)) makes use of cookies to gather anonymous data about your interaction with our website and other websites. No personal identification information, such as your name or email address, is ever required or stored in this process, and your details are never sold to any third party. The data helps us to deliver

advertising and content that is more relevant to you and your interests, but can be disabled at any time by visiting [www.google.com/settings/ads](http://www.google.com/settings/ads) and changing your preferences. More information about this can be found at <https://support.google.com/ads/answer/2662922?hl=en>.

## 7. Hyperlinks & advertising

- 7.1 External hyperlinks may appear on our website from time to time. This does not mean that there is any relationship between us and any linked third party, nor do we necessarily endorse any such third party, its products and/or services or the security of their website. By using the link, you do so entirely at your own risk.
- 7.2 Advertising and other promotional material of third parties may appear on our website from time to time. We do not endorse such third parties or their products and/or services. Unless the information originates from us, your reliance on any information contained in such material is entirely at your own risk.

## 8. Law & arbitration

This agreement is governed by the laws of the Republic of South Africa, irrespective of whether or not you are South African or are accessing our website outside of the Republic of South Africa. Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be referred to arbitration in Cape Town at a venue to be determined by us applying the rules of the Arbitration Foundation of South Africa.

## 9. General

- 9.1 Without detracting from the provisions of your account terms and conditions, if applicable, these T&Cs constitute the sole record of the agreement between you and RCS in relation to your use of this Website.
- 9.2 No indulgence or extension of time which either you or RCS may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
- 9.3 RCS shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these T&Cs without notice to you.
- 9.4 All provisions of these T&Cs are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of

these T&Cs which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as not having been written and the remaining provisions of these T&Cs shall remain in full force and effect.

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