

TERMS AND CONDITIONS

RCS SELF-SERVICE PORTAL

1. Registration & Acceptance of these Terms & Conditions

- 1.1 In order to use our online Self-service Portal (“the Portal”), you have to register on our website at www.rcs.co.za and accept these terms and conditions (“T&Cs”) that will apply whenever you access and use the Portal. By clicking on the tick-box provided, 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, (“ECTA”) these T&Cs are binding and legally enforceable against you.
- 1.2 These T&Cs must be read together with our website Terms of Use, a copy of which can be found at www.rcs.co.za or may be requested from us by calling our call centre on 0861 555 263. By using our website, you automatically agree to be bound by our Terms of Use, which is incorporated herein by reference, as if each provision was specifically stated below.

2. Portal functionality

- 2.1 You can use the Portal to:
 - 2.1.1 download electronic statement;
 - 2.1.2 find out what your available balance (open-to-buy / OTB) is;
 - 2.1.3 change your e-mail address; or
 - 2.1.4 request to receive your statements electronically via email.
- 2.2 We may add to or remove functions at our discretion from time to time without notice to you. **In such event, you will have no claim against us whatsoever related to such change.**
- 2.3 You cannot use the Portal to change your personal details (other than details mentioned in clause 2.1 above), to request a credit limit increase or decrease or for any other purpose not stated herein or on in the Portal itself. For these changes or requests please call our call centre on 0861 555 263.
- 2.4 **We do not sell any products on our website and accordingly, the provisions of ECTA relating to electronic transactions do not apply in respect of the Portal and/or RCS.**

3. Username & Password

3.1 Upon registration, you will be required to select a username and password. You agree to keep this information safe and to not disclose it to any third party. **You further agree that we cannot be held liable for any damages or loss sustained by you as a result such information becoming known to third parties, whether through your actions or through fraud, malware or phishing.**

3.2 We reserve the right to suspend any account that we believe may have been compromised accordingly.

3.3 You must notify us immediately if you believe that your account has been accessed without your permission. You can contact us on our call centre number 0861 555 263 or e-mail us at ecomalert@rcsgroup.co.za.

4. 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.

5. Amendment of these T&Cs

We may, from time to time, update or change these T&Cs. 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.

6. General

6.1 Without detracting from the provisions of your account terms and conditions, if applicable, these T&Cs (as read with our Website Terms of Use) constitute the sole record of the agreement between you and RCS in relation to your use of this Website.

6.2 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.

6.3 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.

6.4 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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