

## Terms and Conditions

### 1. Definitions

In these terms and conditions, the following words will have the following meanings, unless the context clearly indicates another meaning:

- 1.1. "Account" means the credit account created by us in respect of your credit facility whereby we record all transactions processed on your card, as well as any amounts debited or credited to your account;
- 1.2. "Act" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time;
- 1.3. "Agreement" means the terms and conditions contained in this document, read with the pre-agreement quotation and statement and the application form completed by you, and any amendments thereto;
- 1.4. "Card" means the RCS branded plastic card issued by us to you in order for you to access the credit made available to you through your credit facility;
- 1.5. "Consumer Protection Act" means the Consumer Protection Act, No. 68 of 2008, together with its regulations, as amended from time to time;
- 1.6. "Credit facility" means the store credit that we provide to you, and that you have applied for, so that you can make purchases in selected merchant stores or on merchant websites on credit;
- 1.7. "Debit order" means (at our choice) a standard debit order or an early debit order whereby we instruct your bank to deduct an amount from your bank account and to pay that amount directly over to us on your behalf. The amount deducted will vary every month depending on your monthly instalment and may include any other amounts that may be due to us, from time to time;
- 1.8. "Initiation fee" means a fee charged by us to you in order to create a credit facility for you;
- 1.9. "Merchant" means any merchant accepting the RCS Card; or any person to whom it transfers any of its rights or obligations under this agreement;
- 1.10. "Personal information" means any information that we receive about you, including but not limited to your name, identity number, contact information, employment and financial information.
- 1.11. "Reference rate" means the rate used by us to determine the interest charged by us to you for use of the credit facility; and
- 1.12. "Service fee" means a fee charged by us to you for the administration of your credit facility.

### 2. Our contact details

- 2.1 RCS Cards (Proprietary) Limited (Registration Number: 2000/017891/07) is a registered credit provider and authorised financial services provider, of Ground Floor, Liberty Grande Building, Corner of Voortrekker Road & Vanguard Drive, Goodwood 7460 (hereinafter referred to as "us", "we", "our").
- 2.2 Our contact details are:
  - 2.2.1 Telephone: 0861 729 727
  - 2.2.2 E-mail: [rcscards@rcsgroup.co.za](mailto:rcscards@rcsgroup.co.za)
  - 2.2.3 Postal address: P.O. Box 111, Goodwood, 7459
  - 2.2.4 Website address: [www.rcs.co.za](http://www.rcs.co.za)

### 3. Application

- 3.1. By completing, signing and submitting an application form, you:
  - 3.1.1. are applying to us for a credit facility. This agreement, read together with our self-service portal terms and website terms of use, where applicable, contains the terms and conditions upon which we are willing to provide such a credit facility to you; and
  - 3.1.2. confirm that you have read and understand the terms and conditions, the meaning and consequences of this agreement.
- 3.2. All information that you provide us with must be truthful, complete, accurate and correct. You must immediately notify us if any of your information changes. If your application is not complete or if you don't provide us with any required documentation, we may contact you to obtain the required information or documentation; or we may approve or reject your application.
- 3.3. Your application for credit (or a credit limit increase) is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. We are, however, not obliged to grant your application.
- 3.4. You consent to us obtaining any information or documentation directly from your employer, bank or any other source for the purposes of assessing your application or any credit limit increase.

3.5. If your application is successful, we will provide you with a pre-agreement quotation and statement that sets out the amount of credit that you qualify for, the cost of credit (interest rate and fees), as well as the terms and conditions.

#### 4. Your card

4.1. You are the only person that may use your card. You cannot transfer your card to another person or authorise or enable else to use it.

4.2. When you receive your card, you must immediately sign it with a black ballpoint pen. Should you not collect your card from a merchant within 180 days of approval your card will no longer be valid and you will have to apply again; in which event, we cannot guarantee that you will be extended credit again or if your application is successful, that you receive the same credit limit again.

4.3. You may use your card to purchase goods or obtain a service from the merchant on credit, provided that you each time:

4.3.1. present your card to the merchant at the time of purchase; and

4.3.2. sign a sales voucher acknowledging the purchase.

In the case of online transactions, you present your card to the merchant when providing your card details online and acknowledge the purchase when you comply with the check-out procedures of the applicable website.

4.4. We will debit your account with all purchases made using your card, unless you can prove that someone has fraudulently used your card and/or that the merchant processing the transaction did not have the authority to debit your account with the amounts concerned. If so, you will not be held liable for such fraudulent or unauthorised use.

4.5. When you make a purchase, you may choose the straight (revolving credit), 24-month budget or 36-month budget repayment plan, however, a minimum spend may apply. We may change the features or cancel any repayment plan at any time on notice to you. You must select a payment plan before making a purchase by informing the Merchant of your choice. If you fail to do so, we will select a plan for you. You cannot change your payment plan after the purchase transaction has been processed. You also cannot select more than one payment plan to apply to a single purchase transaction.

4.6. You are responsible for the safekeeping and proper use of your card. If you lose your card or if it is stolen, you must immediately tell us by calling us. You will not be held liable for purchases made on your account after you reported your card stolen or lost. We will charge you a nominal fee for a replacement card.

4.7. Even though you have possession of it, your card will always remain our property and we have the right, at any time, to withdraw, suspend, replace or demand the return of the card, without losing any right to any claim that we may have against you.

#### 5. Credit limit and available credit

5.1. Your card may be used for purchases up to a predetermined amount. You may not exceed this limit. Your initial credit limit will be reflected on your pre-agreement quotation and statement, as well as on your statements.

5.2. We have the right to perform a credit assessment at any time and may reduce your credit limit should we deem it in your best interest.

5.3. Should you wish to receive a temporary credit limit increase, or should we increase your credit limit temporarily, in order to allow a specific purchase, such an increase will be for a limited time only. You must repay the amount of the increase in full with your next instalment.

5.4. Should you at any time wish to increase your credit limit, or wish to receive automatic annual increases, you may advise us thereof in writing or telephonically. Any such credit limit increase will, where applicable, be subject to our scoring criteria and the provisions of the Act and this agreement. Your new credit limit will be reflected on your statements.

5.5. When you make a purchase, your available credit will reduce by the amount of such purchase. Similarly, when you make a payment, your available credit will increase by such amount, however, as payments may take up to 3 days to reflect in our bank account, such credit may not always be available immediately.

#### 6. Merchants

6.1. When you make a purchase at any merchant, we will, on your behalf, pay that merchant the amount appearing on the sales voucher or transaction receipt, as the case may be.

6.2. In terms of s5(2)(d) of the Consumer Protection Act, the rights afforded to you by the Consumer Protection Act does not apply to credit agreements, however, it does apply to the goods purchased and/or services

obtained in terms of that credit agreement. Therefore, a dispute that you have about the goods and/or services (including but not limited to the return of goods) must be resolved directly with the merchant.

- 6.3. If you have a dispute with a merchant, that dispute will not entitle you to—
  - 6.3.1. instruct us to refuse to pay the merchant for goods purchased or services obtained by you on your card; or
  - 6.3.2. refuse to pay us for payments already made to the merchant, irrespective of whether such payment was made in respect of the goods that are the subject-matter of a dispute, or
  - 6.3.3. instruct us to reverse a payment already made to the merchant.
- 6.4. We will not be liable to you if any merchant refuses to accept your card as payment for any goods purchased or services obtained with your card. You will not have the right to claim anything from us or to institute any counterclaim against us or to apply set-off against us on this basis or any other basis whatsoever.
- 6.5. Any refund by a merchant to you must be paid to us so that we can credit your account.
- 6.6. When we receive a credit voucher issued by a merchant for goods purchased or services obtained by you with your card, we will credit your account with the amount of the credit voucher.
- 6.7. We will deem all payments made by you to be made paid on the date that we receive such payment and the payments shall be allocated in the following order:
  - 6.7.1. payment of due or unpaid interest, and thereafter
  - 6.7.2. payment of due or unpaid fees and charges (including any insurance), and finally
  - 6.7.3. payment of the principal debt, it being agreed that your oldest debt will be paid first and according to the hierarchy of your revolving credit balance and thereafter according to the sequence of any further budget plan (if any) as entered into.
- 6.8. If you receive a refund for any goods purchased or services obtained from a merchant on your account, you will remain liable for any fees and costs that we are entitled to charge or have charged to your card account in terms of this agreement.

## 7. Insurance

- 7.1 For your protection your credit facility must include customer protection insurance. The customer protection insurance product offered by us (and underwritten by the insurance company, Guardrisk Insurance Company Limited) covers the following:
  - 7.1.1 death cover or permanent disability (which covers your outstanding balance up to an amount of R10 000); or
  - 7.1.2 temporary disability (covers up to 6 months' instalments, if you are permanently employed and up to 12 months' instalments, if you are self-employed); or
  - 7.1.3 retrenchment (which covers up to 6 months' instalments).
- 7.2 Full details and terms of this customer protection insurance product are set out in the application form and the insurance policy wording.
- 7.3 You have the right to waive the customer protection insurance product offered by us and to substitute it with a policy of your own choice, which covers the same benefits and which policy must then be ceded to us with certain written directions as contemplated in the Act.
- 7.4. Your insurance premiums will be billed to your account and collected as part of your instalment.

## 8. Interest & fees

- 8.1. Subject to the provisions of the Act, we will determine the amount of any interest, fees and other costs that will be charged to your account. These amounts will be shown on your statement.
- 8.2. The rate of interest that we charge to your account will be reflected on your pre-agreement quotation and statement, but will never be more than the maximum annual interest rate permitted by law from time to time. The interest rate will be linked to the reference rate and changes to that rate will result in changes to the interest rate charged on your account. You will be informed of any changes to the interest rate within 30 days of such change.
- 8.3. In the event of a change in the interest rate, interest on purchases on the budget plan will remain the same for the remainder of the repayment period, but interest on all new purchases (revolving and budget) will be charged at the new rate.
- 8.4. Interest will be calculated on a daily basis and added to your principal debt (compounded) on a monthly basis.

- 8.5. If you are in arrears, additional interest will be charged on overdue amounts at the same rate as the interest rate applicable. If you are paying by debit order, this arrear interest will be collected with your next debit order.
- 8.6. If you make a purchase on your card and pay the purchase price in full on or before the due date reflected on your next statement, we may decide not to charge any interest in respect of that purchase. If we decide to do so, this will not mean that we may never again charge interest to you.
- 8.7. A monthly service fee and, at our discretion, a once-off initiation fee, will be charged for the administration and, where applicable, opening of your account. The amount of these fees will be set out in your pre-agreement quotation and statement, however, we may change these amounts on notice to you; provided that we will never exceed the maximum cap as set out in the Act.
- 8.8. You may pay the whole initiation fee with your first account payment, alternatively, we will add this fee to your account as part of the principle debt so that you may pay it off in instalments.

## 9. Statement

- 9.1. We will send you a statement of account periodically, which will show:
  - 9.1.1. all transactions relating to your account;
  - 9.1.2. the interest and other charges debited to your account;
  - 9.1.3. payments made, as well as the balance outstanding;
  - 9.1.4. how much you are in arrears by, if any;
  - 9.1.5. the minimum amount payable; and
  - 9.1.6. the due date on or by which you must pay the outstanding balance.
- 9.2. It is your responsibility to check your statement. Unless you notify us in writing or by telephone within 30 days of the date of your statement that you dispute your liability for any debit appearing on your statement, you will be deemed to be liable therefor. Similarly, you must let us know if any payment made or credit received by you is not reflected on your statement.
- 9.3. If we are notified late of a transaction on your account, such late transaction will be reflected on your account as and when we are notified thereof, notwithstanding the fact that you may have transacted with the Merchant at an earlier time.
- 9.4. The frequency of statements will be at our discretion, provided that no more than 3 months shall pass between delivery of successive statements of account. If there has been no activity on your account in a particular statement month, we may elect to not send you any statement in respect of such a statement month.
- 9.5. If you have provided us with an e-mail address, we will send you statements electronically. Alternatively, we may send you statements via SMS or MMS, where we have a cellphone number for you, or through ordinary post.
- 9.6. Non-receipt of statements does not free you from your obligation to pay us. You may obtain your account information from us telephonically or through the internet.

## 10. Payment & Settlement

- 10.1. You must pay at least the minimum amount payable as indicated on your statement by the due date, which amount is made up of the sum of:
  - 10.1.1. the instalment on the revolving plan;
  - 10.1.2. the sum of the fixed repayments on the budget plan(s);
  - 10.1.3. any arrears; and
  - 10.1.4. fees and charges.
- 10.2. You can pay your account at selected stores, by debit order, on our website, if applicable, or by electronic funds transfer into our bank account. The method that you choose will be at your risk. Payments will only be effected when we receive and process it.
- 10.3. If you make a payment using the incorrect reference, your payment may not be allocated to your account. It is your responsibility to check your statements and to let us know if any payment is not reflecting on your account.
- 10.4. You may prepay any amount owed to us at any time, however, making a prepayment will reduce your outstanding balance and not entitle you to skip a payment.
- 10.5. If you wish to pay us by debit order, you authorise us (and mandate your bank) to deduct your monthly payments, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account. If your account is in arrears, you authorise us (and mandate your bank)

to also deduct such arrear amount, as well as any other amount that may be due from time to time by you to us in terms of this agreement, from your bank account through an additional debit order.

10.6. If you wish to settle your account, you must first contact us to obtain a settlement amount.

## 11. Arrear Accounts

- 11.1. If your account goes into arrears:
- 11.1.1. you will be charged default administration costs and any other costs and fees relating to debt collection activities;
  - 11.1.2. default information will be submitted to the credit bureaus, which may affect your ability to obtain further credit;
  - 11.1.3. we may suspend your credit facility and give you 10 days' notice before closing your account, in which event you must immediately pay your account in full;
  - 11.1.4. your account may be handed over to debt collection agencies for the recovery of arrear amount, the costs of which you will be responsible herefor.
- 11.2. If we have to institute legal action against you in court, you will be liable for all costs incurred, including but not limited to legal costs on the scale "attorney and client" (which means the costs incurred by us for the attorney's professional services, plus any expenses and costs incurred by such attorney in trying to recover the arrears, plus costs from you), as well as collection charges, tracing fees and taxes hereon.
- 11.3. Judgment may be taken against you. A certificate signed by any one of our managers (whose appointment and authority need not be proved) stating the amount that you owe us and the applicable interest rate, shall be accepted as sufficient proof of your indebtedness and shall be deemed correct unless you are able to prove otherwise.
- 11.4. The address that you gave us when completing the application is the address that you choose where legal documents may be served on you. If you wish to change this address, you must give us notice hereof and any such change will take effect 7 business days after we receive such notice.
- 11.5. If you have a query or complaint, contact our customer services department for a resolve. If you are not satisfied with the outcome of your query or complaint, you have the right to resolve the matter by way of alternative dispute resolution or you can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make application to the National Credit Tribunal.

## 12. Termination

- 12.1. If one or more of the following happens:
- 12.1.1. you don't pay any amount that is due to us on or before the due date;
  - 12.1.2. you fail to comply with any condition of this agreement, our self-service portal terms or our website terms of use;
  - 12.1.3. your estate is sequestered;
  - 12.1.4. you pass away;
  - 12.1.5. you make any untrue, misleading or incorrect statement or representation to us;
  - 12.1.6. you fail to disclose information regarding this agreement or during your application;
  - 12.1.7. you do anything that may prejudice our rights;
- then, all amounts owing by you will become due and payable immediately and we may immediately terminate this agreement, without prejudice to any other right in law that we may have against you (or your estate).
- 12.2. You may terminate this agreement at any time by contacting us and informing us hereof. We will provide you with a settlement amount and after receipt and processing of such payment, we will close your account. If you wish to reopen your account, you will need to apply again; in which event, we cannot guarantee that you will be extended credit again or if your application is successful, that you receive the same credit limit again.

## 13. Personal Information

- 13.1. We will keep your personal information for as long as we need to or have to by law. We will not disclose your personal information to anyone unless we are obliged to by law or in terms of a court order; or where we have your consent.
- 13.2. You agree and consent that we may process, record and/or disclose your personal information, including details of any transactions on your account, to:

- 13.2.1. assess any application that you make with us for credit or other financial services (We will sometimes use a standard credit-scoring or other automated decision-making system to do this);
- 13.2.2. manage your credit facility (and policies, if any), and make decisions on questions about any application, agreement or correspondence which you may have with us;
- 13.2.3. search credit bureaus, credit reference and fraud prevention agencies' records so that we can manage your account and make decisions about credit, including whether to make credit available or to continue or to extend your existing credit;
- 13.2.4. carry out, monitor and analyse our business;
- 13.2.5. contact you by post, by phone, by e-mail, by SMS or other electronic means or in any other way about other products and services which we consider may interest you, unless you tell us that you would prefer not to receive such offers;
- 13.2.6. any person working for or with us;
- 13.2.7. if you arrange insurance through us, to that insurer;
- 13.2.8. any organisation which underwrites or supports any of our products which you hold;
- 13.2.9. any guarantor of your obligations under this agreement;
- 13.2.10. any payment system under or through which your account is paid;
- 13.2.11. any person to whom we transfer any of our rights or obligation under this agreement;
- 13.2.12. any businesses or company including any direct marketing companies or businesses with whom we interact in order to supply to you, or provide to you or market to you any product or service that we believe you may be interested in;
- 13.2.13. any third party debt collection agency or attorney appointed to collect any monies you owe us; and
- 13.2.14. anyone you authorise us to give personal information to.
- 13.3. To the extent lawful we may transfer, license or otherwise authorise the use of any of your personal data and information.
- 13.4. In the event that we hand your credit facility over to a debt collection agency or an attorney for collection or legal action, you agree and consent to you releasing some personal information about you to such third party.

#### 14. Credit bureaus

- 14.1. You consent to and agree that we may:
  - 14.1.1. make enquiries to confirm any information provided by you in your application or at any time during the card process or agreement;
  - 14.1.2. submit to any credit bureau or third party any information about or as contained or provided to us by you in your application or about the application, opening and closing of this agreement and card account;
  - 14.1.3. seek, verify and receive information from any credit bureau or third party (with whom you have financial relations at any time) when assessing your application or your credit worthiness, and also at any time during the existence of your card account;
  - 14.1.4. provide, disclose and register the existence of this agreement and any personal information, and details relating thereto, to any credit bureau or third party (with whom you have financial relations at any time) sharing positive and negative information about you or your credit account, including any non-compliance with this agreement.
- 14.2. You acknowledge and understand that a credit bureau will provide us with credit profile information and possibly a credit score reflecting your creditworthiness.
- 14.3. Subject to the provisions of the Act, we will be entitled to obtain and disclose your information:
  - 14.3.1. if we think it is necessary or may be of benefit to you;
  - 14.3.2. where we are legally compelled to do so;
  - 14.3.3. where it is in the public interest to disclose; or
  - 14.3.4. where our interests require disclosure.
- 14.4. The credit bureaus will record details of our searches about you. We will also release information to them about any account that you hold with us, including information about any payments you have missed. Information held by them may be linked to other people with whom you have a financial association. If you give us false or inaccurate information and we suspect fraud, we will inform them thereof.
- 14.5. You have the right to challenge information reflected at the credit bureau. You have the right to contact the credit bureau, have your credit record disclosed to you and to have inaccurate information corrected.

- 14.6. The credit bureaus used by us can be contacted at: *Transunion Credit Bureau*, Wanderers Office Park, 52 Corlett Drive; Illovo, Tel: 011 214 6000; *Experian*, Experian House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, Tel: 011 799 3400; *Compuscan*, Compuscan House, 3 Neutron Ave, Techno Park, Stellenbosch, Tel: 021 888 6000; *XDS*, 11-13 St. Andrews Street, Oakhurst Building, Parktown, Johannesburg, Tel: 011 645 9100.
- 14.7. We cannot be held responsible for any loss that you may suffer or damage that you may incur as a result of any malfunction by any credit bureaus or agency.

## 15. General

- 15.1. 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. 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. We further do not warrant that the content or information displayed is always accurate, complete and/or current. The provisions of this clause applies together with our website terms of use and our self-service portal terms.
- 15.2. We will monitor and record all phone calls and other interactions with you.
- 15.3. Should you wish to receive copies of documents relating to your card account, you must advise us of the manner in which you want these to be delivered to you (provided we have the ability to effect the delivery you choose). In certain instances, we are entitled to charge a fee for such copies.
- 15.4. We may cede, assign or transfer any of our rights or obligations under this agreement or arrange for any other person to carry out any of our rights or obligations under this agreement without your consent and without notice to you.
- 15.5. We will not be liable for anything outside of our reasonable control (for example, a failure of computer systems, or power failures which happen for reasons outside our reasonable control) or any industrial action, or political unrest, war, if this prevents us from providing our usual service.
- 15.6. We will not be held liable for any loss or damage sustained by you or a third party regarding either the application for credit or regarding this agreement.
- 15.7. We can delay enforcing our rights under this agreement without losing them.
- 15.8. If we cannot enforce any condition under this agreement, it will not affect any of the other conditions in this agreement.
- 15.9. In order to be valid and binding, and unless such amendment is effected in accordance with the Act or this agreement, any changes or amendments, not provided for herein, to this agreement must either be recorded by us telephonically and thereafter be verified by us in writing or must be made in writing.
- 15.10. We may however at any time amend or replace the terms and conditions of this agreement and if we do so, it does not mean a new agreement will automatically come into place.
- 15.11. Each and every undertaking and clause as contained herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this agreement should it adjudge any particular undertaking or portion or clause thereof to be invalid.
- 15.12. The agreement, and, where applicable, our self-service portal terms and conditions and website terms of use, forms the whole agreement between you and us regarding your credit agreement and card account, which are governed by and interpreted in accordance with the laws of the republic of South Africa.