

RCS Cards (Pty) Ltd

General terms and conditions

1. Definitions

- In these terms and conditions, unless the context indicates the contrary:
- 1.1 Act or the Act: means the National Credit Act, No. 34 of 2005, and its Regulations, as amended;
 - 1.2 Agreement or credit agreement: means the credit agreement between you and us incorporating the pre-agreement quotation and disclosure notice, as well as these terms and conditions, and loan account: means the account created pursuant to the conclusion of the credit agreement;
 - 1.3 Applicant: means the natural person submitting an application to us;
 - 1.4 Application or applying: means when you apply to us for credit or a loan through one of the methods of application provided by us, including but not limited to telephone applications, online applications or in-store applications;
 - 1.5 Consumer Protection Act: means the Consumer Protection Act, No. 68 of 2008, and its Regulations, if applicable, as amended,
 - 1.6 Debit order: means a standard debit order or an early debit order (the choice of which will be at our election) whereby we instruct your bank to deduct a variable amount directly from your bank account and to pay that amount over to us. The variable amount is your monthly loan repayments, as well as any other amounts that may be due, from time to time, by you to us in terms of this agreement. In this regard:
 - 1.6.1 you agree that if we elect to use a standard debit order and the debit order is unpaid by your bank for any reason, we may immediately submit an early debit order instruction to your bank to collect the outstanding amount, notwithstanding the fact that such instruction is presented to your bank in the same month;
 - 1.6.2 you agree that if we elect to use an early debit order and the debit order is unpaid by your bank, your bank account may be tracked and the amount owed by you deducted and paid to us as soon as there are sufficient funds in the account, in which event payment may occur on a date that is not your usual debit order deduction date; and
 - 1.6.3 you herewith mandate your bank to act accordingly.
 - 1.7 Initiation fee: means a once-off fee charged by us for initiating your credit agreement;
 - 1.8 RCS: means RCS Cards (Proprietary) Limited, registration number 2000/017891/07 or any person to whom it transfers any of its rights or obligations under this agreement;
 - 1.9 Retailer: means any RCS approved retailer selling or offering for sale goods and/or services;
 - 1.10 Service fee: means a monthly fee debited to your account for the administration of your account;
 - 1.11 We, us, our: means RCS who is the credit grantor, and where relevant, any subsidiary of any of our holding companies, and any person to whom we transfer any of our rights or obligations under this agreement;
 - 1.12 You: means the credit receiver, being the applicant and the holder of the loan account.

2. Application and Agreement

- 2.1 By making an application to us, the applicant applies for credit and by doing so offers to enter into an agreement with us.

- 2.2 We have no obligation to approve the application or to accept your offer.
- 2.3 Any application is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. We have the discretion to decline your application at any time and to determine any loan amount.
- 2.4 Your application will be considered on the information that you provide to us. All information must be truthful, accurate, correct and complete. You must provide us with your bank account details for the account that your salary (or wages) is paid into. You agree to immediately notify us in the event of any changes in your bank account details or salary (or wages) payment date.
- 2.5 You must have the required legal capacity to enter into and be bound by these terms and conditions. We may require proof of identification.
- 2.6 Should we elect to accept your offer as referred to in clause 2.1 above and grant you credit, the fact that we have entered into an agreement with you now does not mean that we will do so in the future. We have the right to refuse to enter into any further agreements with you.
- 2.7 Our marketing documentation sent to you reflects repayment values that are illustrative values only.
- 2.8 The pre-agreement quotation and disclosure notice (“the pre-agreement”) will be provided to you according to the provisions of the Act either in-store or telephonically. If the pre-agreement is provided to you telephonically, the telephone call will be recorded and once finalised and accepted by you, a written copy thereof will be delivered to you by fax, e-mail or by post.
- 2.9 Should the agreement between us be concluded telephonically, it will be recorded and once concluded, a written copy of the agreement will be delivered to you by fax, e-mail or by post.
- 2.10 The telephonic receipt at our offices of your acceptance of the terms of this agreement shall constitute the conclusion of this agreement at our offices in Goodwood, Cape Town. Furthermore, you are required to perform your obligations in terms of this agreement at our offices. It is also agreed that payments made by us are paid out in Goodwood, and that payments received by us, shall only constitute performance when these are affected at our offices and you bear the risk of the payment method you may elect to use.
- 2.11 As soon as you receive the written agreement, you must sign this with a ballpoint pen and ensure that you keep it in a safe place.

3. Addresses

- 3.1 The residential address you gave us when concluding the agreement (and as it appears on the written agreement), is the address which you choose as the address at which legal notices and any process of court may be served on you (your “domicile address”). Your mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communication. If you move to another residential address, change your mail address or wish to give us any notice, you must inform us via our contact centre on 0861 SAY RCS or 0861 729 727; or by means of e-mail to info@rcsgroup.co.za or in writing to P.O. Box 111, Goodwood, 7459 or at our physical address, Liberty Grande Building, Corner Voortrekker Road and Vanguard Drive, Goodwood, 7460.
- 3.2 If you change your address, this change will only come into effect 7 (seven) days after we receive your notice.
- 3.3 Only residential addresses within the Republic of South Africa may be used.
- 3.4 If we want to change our domicile, we will also give you notice.

4. Advance of loan amount

- 4.1 If your application is approved, the loan amount for which you qualify and as requested by you will be paid as soon as possible through electronic fund transfer and in South African Rand. Under no circumstances will a cash payment be made.
- 4.2 In the event of an in-store loan application that is expressly linked to the purchase of a specific product available in-store, the loan amount will be paid directly to the retailer.
- 4.3 In the event of an in-store loan application that is not expressly linked to the purchase of a specific product available in-store, the loan amount will be paid to you into your nominated bank account

5. Customer Protection Insurance Policy

- 5.1 For your protection your loan account must include Customer Protection Insurance. RCS Customer Protection insurance covers the following:
 - 5.1.1 Death cover, retrenchment or permanent disability (which covers your outstanding balance up to an amount of R100 000); or
 - 5.1.2 Temporary disability (which covers up to 6 months' instalments if you are permanently employed and up to 12 months' instalments if you are self-employed).
- 5.2. You have the right to waive the proposed Customer Protection Insurance with Guardrisk Life Limited, the details of which are set out in the account application form and the Customer Protection Insurance policy, and to substitute it with a policy of your own choice, which covers the same benefits and which policy must then be ceded to RCS with certain written directions as contemplated in the Act.

6. Statement

- 6.1 We will send a statement to you periodically on your cellphone, by post or by e-mail, which will:
 - 6.1.1 show all transactions relating to your account;
 - 6.1.2 show the current amount due;
 - 6.1.3 show all interest and other charges debited by us to your account;
 - 6.1.4 show all payments made as well as the balance outstanding; and
 - 6.1.5 inform you of the amount which you must pay to us on or before the due date stated on the statement.
- 6.2 It is your responsibility to check your statement. Unless you notify us in writing, within 30 (thirty) days of the date of your statement, that you deny your liability for any debit appearing on your statement, you will be deemed to be liable therefor.
- 6.3 The frequency of statements will be at our discretion, provided that no more than three months shall pass between delivery of successive statements of account. Non-receipt of your statement does not free you from your obligation to pay any amount due to us, as information with regard to your loan account and obligation may be obtained from us telephonically or via our website.

7. Payment, Settlement and Termination

- 7.1 You must pay at least the minimum amount due and payable as indicated on your statement, by the due date.
- 7.2 You may prepay any amount owed to us at any time. Making a prepayment will reduce your outstanding balance. You must still continue making your full regular monthly payments.

- 7.3 You authorise us (and mandate your bank) to deduct your monthly payments, as well as any other amounts that may be due, from time to time, by you to us in terms of this agreement from your bank account through a debit order. If your account is in arrears, you authorise us (and mandate your bank) to also deduct such arrear amount, as well as any other amounts that may be due by you to us in terms of this agreement from time to time, from your bank account through an additional debit order. A Deduction in terms of such additional debit order will be without prejudice to our rights in terms of clause 7.5 below
- 7.4 The debit order authorisation and mandate in terms of this agreement may be ceded or assigned to a third party if we cede or assign your indebtedness to us in terms of this agreement to that party.
- 7.5 If you fail to pay any amount that is due or if you fail to comply with any conditions of your loan agreement or if your estate is sequestrated or if you die or if you make any untrue or incorrect statement or representation or fail to disclose information regarding this agreement or your application, or do anything that may prejudice our rights; then:
- 7.5.1 all amounts owing by you will become due and payable immediately; and
- 7.5.2 without incurring any liability therefor, we may notify any other person who we think should know thereof.
- 7.6 The method of payment, which you choose, will be at your risk but any payment shall only be properly made when we receive and process it.
- 7.7 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:
- 7.7.1 in the payment of interest; and thereafter
- 7.7.2 in the payment of fees and charges; and finally
- 7.7.3 in the payment of the principle debt.
- 7.8 You can pay off everything you owe before the date shown in the agreement by paying the settlement amount (which is any outstanding capital amount plus any unpaid fees and interest due up to the settlement date). You must first contact us via telephone to obtain a settlement balance.
- 7.9 You may terminate this agreement at any time and if you wish to do so, you must give us notice in writing, delivered to us by hand, fax, e-mail or registered mail. If you wish to terminate this agreement, you will have to settle the full outstanding amount owing to us.
- 7.10 If you fail to comply with the terms and conditions of the agreement, this will constitute breach of the agreement and we may accordingly unilaterally terminate this Agreement immediately, without notice to you.

8. Consumer Protection

- 8.1 In terms of section 5(2)(d) of the Consumer Protection Act, the rights afforded to you by the Consumer Protection Act does not apply to credit agreements, but does apply to the goods purchased and services obtained in terms of that credit agreement. This Agreement relates to the credit agreement between you and us and not to any goods and/or services that you acquired from a retailer.
- 8.2 Should you utilise the loan to acquire goods and/or services from a retailer and a dispute arises in relation to those goods and/or services (including but not limited to the return of goods), that dispute must be resolved directly with the retailer.
- 8.3 You cannot withhold any payments on your loan account as a result of any disputes that you may have with the retailer.
- 8.4 In the event of a refund to you:

- 8.4.1 your loan account may be credited with the loan amount that was paid to you or the retailer, as the case may be; however, you will remain liable for all interest and other finance charges that accrued to your loan account up to and including the date of refund; or
- 8.4.2 where your account is not credited and a refund is made directly to you by the retailer in cash, vouchers or the like, you will remain responsible for payment of your loan account notwithstanding such refund.

9. Interest, other Rates and Costs

- 9.1 Subject to the provisions of the Act, we will determine the interest rates and other finance charges, which will apply to your loan account from time to time and show this on your statement. We will be entitled to levy interest at the maximum annual interest rate permitted by law from time to time.
- 9.2 The interest rate is fixed in terms of your contract for the period of the agreement.
- 9.3 Interest will be calculated on a daily basis and compounded monthly on the full outstanding balance, on the due date of the instalment, until date of payment. This interest is then added monthly to your outstanding balance.
- 9.4 If you go into arrears on your repayment, additional interest on overdue amounts will be charged to your account at the same rate as the interest rate applicable to the principle debt. This arrears interest will be collected with the next monthly debit order.
- 9.5 A monthly service fee, and at our discretion, an initiation fee, will be charged for the administration of your loan account. The initiation fee may be paid upfront. You consent to us changing the amount of these fees upon notice to you.

10. Legal and other Costs

- 10.1 If your account goes into arrears:
 - 10.1.1 you may be charged with default administration costs and fees relating to the debt collection activities including a charge for any correspondence and telephone calls made to you each month that your loan account remains in arrears; and
 - 10.1.2 default information will be submitted to the credit bureau and this will affect your ability to obtain further credit; and
 - 10.1.3 your account may be handed over to a debt collection agency for recovery of arrear amounts and you will be charged with these costs.
- 10.2 If we have to institute legal action against you (issue a summons), you will be liable for all legal costs, which will include but not be limited to:
 - 10.2.1 legal costs on the scale called "attorney and client scale" (meaning all the expenses incurred by the attorney briefed by us, including all costs of any advocate instructed by him, as on brief, and the cost of the professional services rendered by the attorney to us);
 - 10.2.2 collection charges and tracing fees;
 - 10.2.3 revenue stamps and sheriff fees;
 - 10.2.4 value-added tax (VAT) thereon, which we may incur in recovering or attempting to recover monies which you owe us; and
 - 10.2.5 these costs will be debited to your loan account.
- 10.3 Judgment may also be taken against you.
- 10.4 We will not try to collect any costs exceeding the costs provided for in the Act.
- 10.5 A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us and the interest rate applicable to your loan account is stated, shall be accepted as

sufficient proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove that the amount or the interest rate is incorrect, subject to the Act.

11. Consent to Jurisdiction

In terms of section 45 of the Magistrates' Courts Act, 32 of 1944, you hereby consent that we may institute any legal proceedings that have to do with this agreement or your account, in the Magistrate's Court, being any magistrate's court, which in terms of section 28 of the Magistrates' Courts Act has jurisdiction over you. We can however, choose to institute action against you in any other court having jurisdiction.

12. Waiver

- 12.1 If for any reason or purpose we do not immediately enforce or implement any of our rights in terms of this agreement, it does not mean that we have abandoned, given up or waived any of those rights.
- 12.2 RCS intends complying in full with the Act. Subject to the NCA, if any term or part of such term in this agreement is void by reason of unlawfulness, the parties agree that such term or part thereof shall be regarded as invalid and unenforceable and shall be severed from this agreement and the agreement thus constituted shall be enforced; except when the whole agreement is void, which will result in restitution.

13. Debiting of Costs

We may charge and debit to your loan account such other charges as we may determine and such other charges and fees as provided for in the Act and statutory levies and taxes.

14. Personal and Confidential Information

- 14.1 In this agreement, personal information means:
 - 14.1.1 information you give us or that we already hold about you including any phone number from which you call us, which we may record;
 - 14.1.2 information we receive from enquiries we make so we can make a decision on your application or agreement including information we receive from searches made by us in your name with any credit bureau;
 - 14.1.3 information about any account or policy which you hold with or through us; and
 - 14.1.4 information we receive from anyone who is allowed to give us information about you pursuant to or in relation to your application, or loan account, or credit life policy.
- 14.2 We will keep your personal information for only as long as we need to or have to by law and the purpose for which we record your personal and confidential information is set out in this clause.
- 14.3 You agree and consent that we may process, record or disclose your personal information, including details of your transactions, to:
 - 14.3.1 search credit bureaux, credit reference and fraud prevention agencies' records so we can manage your account with us and make decisions about credit, including whether to make credit available or to continue or to extend your existing credit;
 - 14.3.2 assess any application for credit or other financial services you or any member of your household makes (we will sometimes use a standard credit-scoring or other automated decision-making system to do this);

- 14.3.3 manage your loan account (and policies if any), and make decisions on questions about any application, agreement or correspondence which you may have with us;
- 14.3.4 carry out, monitor and analyse our business;
- 14.3.5 contact you by post, by phone, by email, 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; and
- 14.3.6 comply with any laws or regulations.
- 14.4 You agree and consent that we may disclose your personal information to:
 - 14.4.1 any person working for us;
 - 14.4.2 if you arrange insurance through us, to that insurer;
 - 14.4.3 any organisation which underwrites or supports any of our products which you hold;
 - 14.4.4 any guarantor of your obligations under this agreement;
 - 14.4.5 any payment system under or through which your loan is paid;
 - 14.4.6 any person to whom we transfer any of our rights or obligation under this agreement;
 - 14.4.7 to any business 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 or to use your information to supply, provide or market any product or services to you ourselves, within the extent permitted by law; and
 - 14.4.8 any third part debt collection agency or attorney appointed to collect any monies you owe us; and
 - 14.4.9 anyone you authorise us to give personal information to.
- 14.5 To the extent lawful we may, transfer, license or otherwise authorise the use of any of your personal data and information.

15. Consumer Credit Information and Credit Bureaux

- 15.1 You consent to and agree that we may:
 - 15.1.1 make enquiries to confirm any information provided by you in your application or at any time during the loan process or agreement;
 - 15.1.2 obtain any information or documentation directly from your employer, bank or any other source for the purposes of assessing your application;
 - 15.1.3 submit, to any credit bureau, or third party (with whom you have financial relations at any time), 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 account;
 - 15.1.3 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 loan account;
 - 15.1.4 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 loan account, including any non-compliance with the terms and conditions of this agreement.
- 15.2 You acknowledge and understand that a credit bureau will provide us with credit profile information, and possibly a credit score reflecting your credit worthiness.
- 15.3 Subject to the provisions of the Act, we will be entitled to obtain and disclose the above information:

- 15.3.1 if we think it is necessary or may be of benefit to you;
- 15.3.2 where we are legally compelled to do so;
- 15.3.3 where it is in the public interest to disclose;
- 15.3.4 where our interest require disclosure.
- 15.4 You have agreed that the personal information provided by you when making your application or when entering into the agreement, may be used by us for ancillary purposes reasonably in keeping with the nature of our business as well as for marketing and related purposes. Should you not wish us to utilise your information for this purpose, you must advise us thereof in writing or telephone us so that your choice can be recorded and thereafter confirmed in writing.
- 15.5 You confirm that the information you will provide to us or have provided to us is true, complete and correct.
- 15.6 You waive any rights or claims you may have against us relating to the provision of information by or to us in terms of this agreement.
- 15.7 We will give you 20 (twenty) days' written notice before sending any adverse information about you to a credit bureau.
- 15.8 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.
- 15.9 The credit bureau can be contacted on: *Transunion Credit Bureau*, Wanderers Office Park, 52 Corlett Drive; Illovo, Tel 011 2146000; *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.

16. Releasing information to Credit Bureaux and Agencies

- 16.1 You agree and consent that we will release some personal information about you to credit bureau when we search their records about you. They will record details of our searches. 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 tell them thereof.
- 16.2 The credit bureaux will share search details and account information with us and other organisations so that we and they might:
 - 16.2.1 assess applications for credit and related services, and manage accounts and insurance policies with you or members of your household;
 - 16.2.2 check your identity to prevent money laundering (passing money through accounts so that the source of the funds cannot be traced);
 - 16.2.3 prevent, detect or prosecute fraud and other crimes; and
 - 16.2.4 recover and trace debts.
- 16.3 The credit bureaux shall share records with other organisations to help make decisions on proposals for, and claims against, motor, household, credit, life and other insurance, for you and members of your household.
- 16.4 The credit bureaux will also use personal information for statistical analysis about credit and insurance fraud.
- 16.5 In the event that we hand your loan account over to a debt collection agency or an attorney for collection or legal action, you agree and consent that we will release some personal information about you to such third party.

- 16.6 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 bureaux or agency.

17. General

- 17.1 We will monitor and record all phone calls and other interactions with you.
- 17.2 You confirm that the terms and conditions and the meaning and consequences of this agreement have been presented and explained to you in a language that you understand. The risks relating to the agreement, as well as your rights and obligations have also been explained to you.
- 17.3 Should you wish to receive copies of documents relating to your loan 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 as chosen by you). In certain instances, we are entitled to charge a fee for such copies.
- 17.4 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.
- 17.5 We will not be liable for anything outside of our reasonable control (for example, a failure of computer systems or power failures, or political unrest, or war, which happen for reasons outside our reasonable control) or any industrial action, political unrest or war, if this prevents us from providing our usual service.
- 17.6 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.
- 17.7 We can delay enforcing our rights under this agreement without losing them.
- 17.8 If we cannot enforce any condition under this agreement, it will not affect any of the other conditions in this agreement.
- 17.9 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 to this agreement, not provided for herein, must either be recorded by us telephonically and must thereafter be verified by us in writing or must be made in writing.
- 17.10 We may however at any time amend or replace these terms and conditions and if we do so, it does not mean a novation of the agreement or any transaction or indebtedness (meaning that a new agreement does not automatically come into place).
- 17.11 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.
- 17.12 You have the right to resolve a complaint by way of alternative dispute resolution.
- 17.13 You can file any complaints with the National Credit Regulator (contact number 0860 627 627) or make application to the National Credit Tribunal.
- 17.14 You have the right to apply to a debt counselor for debt review or to be declared over-indebted. In this regard, the National Credit Regulator can be contacted for debt counselors' details on 0860 627 627.
- 17.15 The pre-agreement quotation and disclosure notices and the agreement including these terms and conditions, forms the whole agreement between you and us regarding your loan and your loan account, which are governed by and interpreted in accordance with the laws of the Republic of South Africa.