

RCS TERMS AND CONDITIONS OF WEBSITE USE AND SERVICE

By accessing or using <https://rcs.co.za/>, or any of its related apps, websites or platforms (collectively, **"the Website"**), owned by RCS Cards Proprietary Limited or BNP Paribas Personal Finance South Africa Limited (collectively **"RCS"**) or any entity in the RCS Group, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the **"Terms"**). All rights in and to the content of the Website remain at all times expressly reserved by RCS. The Terms equally apply to any Website white-labeled by a partner of RCS, but which is "powered by", owned or administered by RCS.

Please see RCS' <https://rcs.co.za/about/legal/> for more information on how we process your personal data, and those policies form an integral part of these Terms and are hereby expressly incorporated, to ensure compliance with any applicable data protection legislation.

These terms of use contain limitations of liability, disclaimers of warranties, and indemnification provisions that may limit your rights pursuant to applicable law.

It is important to note the following:

- The terms "User", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever. The terms "us", "our" or "we" refers to RCS or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 20 May 2025.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. RCS provides an online platform providing a range of services, allowing users to register an account (**"Profile"**), and make use of the various tools and content available on the Website (collectively, the **"Services"**).
- 1.2. To utilize some aspects of the Services, users may have to register on the Website using the prompted methods, may have to pay for using the Services, and will need to submit any required information to create a Profile.
- 1.3. The Website, Services, and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon RCS uploading the amended Terms to the Website. Your continued access or use of the Website or Services constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.4. Unauthorized use of the Website may give rise to a claim for damages and/or be a criminal offence.
- 1.5. RCS is an authorised credit and financial services provider. All tools provided on the website or as part of the services are for information purposes and shall not be construed as giving financial advice.
- 1.6. 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.

2. USER REGISTRATION PROCESS

- 2.1. Any registered user shall have only one (1) Profile per account number and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 2.2. RCS requires you to submit certain information in connection with registering a Profile. To view or change your personal information provided, you can use the "Settings" function or by contacting Customer Service on 0861 729 727.

- 2.3. At this time, only users with a South African identification number will be able to register a Profile on the Website.
- 2.4. To protect your privacy and security, the Website may use reasonable steps to verify your identity when logging in to a Profile, using Multi-Factor Authentication ("MFA") – please see the MFA-specific terms below.
- 2.5. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of the User. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your log-in details or password with anyone.
- 2.6. By submitting your personal information to the Website for its use in a Profile, you consent to RCS using this information to provide the Services to you and as otherwise explained in the Privacy Policy.

3. THE SERVICES AND WARRANTIES OF USE

- 3.1. By using the Website and/or the Services, you warrant that:
 - 3.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
 - 3.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;
 - 3.1.3. you will provide truthful and correct information when asked for it by either RCS for the provision of the Services;
 - 3.1.4. unless expressly agreed otherwise you are the age of majority in South Africa and lawfully possess and submit all information to the Website for the use of it or the Services;
 - 3.1.5. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website or Services;
 - 3.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or alter or interfere with the front end "look and feel" of the Website or the underlying software code;
 - 3.1.7. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the User does not own or does not have the right to publish or distribute;
 - 3.1.8. you will not use the Website platform or Services for any commercial purpose other than as expressly provided for by RCS;
 - 3.1.9. you will not use the Website or Services to breach any applicable law or regulation or perform or encourage any illegal activity; and
 - 3.1.10. you will not facilitate or assist any third party to do any of the above.
- 3.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilize the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 3.3. 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 Website and/or RCS. RCS may facilitate the purchase of a service from a third party, and RCS may provide the payment tender or payment facilitation, but shall not be responsible or liable for the product or service itself. All queries shall be directed to the third party supplier.

- 3.4. **Without prejudice to any of RCS' other rights (whether at law or otherwise), RCS reserves the right to deny you access to the Website or the Services where RCS believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 3.5. **RCS does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**
- 3.6. Should you be required to pay a fee for the procurement of a product from RCS on the Website, you will pay such a fee using an authorized payment service provider, who will have their own terms and conditions to which your transaction will be subject.

4. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 4.1. Data messages, including e-mail messages, sent by you to RCS will be considered to be received only when acknowledged or responded to.
- 4.2. Data messages sent by RCS to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 4.3. RCS reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 4.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. RCS is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from RCS to a User or from a User to RCS.

5. MULTI-FACTOR AUTHENTICATION FOR PROFILES

- 5.1. RCS requires a User to enroll in MFA when you create your profile account via the Website to safeguard your personal information from unauthorized access, alteration, disclosure, or distribution. This process involves several verification steps that must be completed in order to access your account profile.
- 5.2. By enrolling in MFA with RCS, you consent to receiving a verification code or other authentication method on your mobile phone to confirm your identity. It is your responsibility to ensure that your email address and mobile number is up to date in your RCS account profile. Failure to do so may result in authentication issues and prevent you from accessing your RCS account.
- 5.3. By RCS using a third-party platform to potentially authenticate your profile using MFA, you understand and agree that those platforms and services are not the property nor service of RCS. As such, you will need to also read and accept any of their terms of service or privacy policies relating to their platforms, as RCS has no control nor access to any of your personal data you provide to them for your use of their services. RCS will also not be liable to you for any failure by the third-party authenticating platform to provide its services to you.
- 5.4. Since MFA may involve the transmission of sensitive information, you agree to protect your accounts and devices from which you may receive communications or verification codes. You are solely responsible for securing your accounts and devices, and failure to do so may result in unauthorized access to your personal information. Please also ensure that you complete the MFA process when used, as failure to complete the entire process may result in the process suddenly halting or failing to provide you with the necessary code/s.
- 5.5. You also acknowledge that MFA communications and approvals from RCS may not be sent on a "real time" basis, and may be sent at the sole discretion of RCS. Accordingly, there may be a delay between the time you request a code and the time you receive the code.
- 5.6. RCS reserves the right to suspend or stop MFA at any time and without notice. If you enter your MFA log-in details incorrectly, your Profile may be blocked and you will need to contact us to unblock it.

6. HYPERLINKS AND DEEP LINKS

- 6.1. The Website may include links to other internet sites ("**third-party sites**"). RCS does not own or endorse third-party sites and is not responsible for the information, material, products or services contained on or accessible through third-party sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of third-party sites.
- 6.2. RCS does not purport to own the content on third-party sites that may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to legal@rcsgroup.co.za to request the removal of such content.
- 6.3. The User's access and use of third-party sites remain solely at the User's own risk and on the terms set by the relevant third party.

7. INTELLECTUAL PROPERTY PROTECTION

- 7.1. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organization and layout of the Website) together with the underlying software code and everything submitted by a User to the Website and RCS in use of the Services, ("**the intellectual property**") are owned (or co-owned or licensed, as the case may be) by RCS, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 7.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of RCS first being granted, which consent may be refused at the discretion of RCS. No modification of any intellectual property or editorial content or graphics is permitted.
- 7.3. RCS reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a User in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 7.4. Where any of the Website intellectual property has been licensed to RCS or belongs to any third party, other than that which has been submitted by a User to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 7.5. Subject to adherence to the Terms, RCS grants to Users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the User is the primary user. However, nothing contained on the Website should be construed as granting any license or right to use any intellectual property without the prior written permission of RCS.
- 7.6. Any inquiries regarding any of the above relating to intellectual property must be directed to RCS at legal@rcsgroup.co.za.

8. DISCLAIMERS AND WARRANTIES

- 8.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". RCS makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.
- 8.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not RCS. While RCS makes every reasonable effort to present such information accurately and reliably on the Website, RCS does not endorse,

approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.

- 8.3. **RCS, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.**
- 8.4. **Our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will RCS, its shareholders, employees, partners and affiliates, accept liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, arising out of or related to these Terms or the Website or Services (however caused and on any theory of liability, including negligence). Our aggregate liability arising out of or relating to these Terms or the Website or Services will not exceed R1000.**
- 8.5. We work hard to provide the best Services we can. Our Services, however, are provided "as is", and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. RCS takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, RCS does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The User's access to and use of the Website remains solely at the User's own risk and the User should take their own precautions accordingly.

9. INDEMNITIES

- 9.1. **The User indemnifies and holds harmless RCS and its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the User's use of the Website or Services offered or concluded through the Website in any way.**
- 9.2. **The User agrees to indemnify, defend and hold RCS harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the User's breach of these Terms.**
- 9.3. **This clause will survive termination of this agreement.**

10. COMPANY INFORMATION

- | | |
|--------------------------------|--|
| 10.1. Site owner: | RCS Cards Proprietary Limited |
| 10.2. Telephone number: | 0861 729 727 |
| 10.3. E-mail address: | legal@rcsgroup.co.za |
| 10.4. Website address: | https://rcs.co.za/ |

11. TERMINATION OF USE OF WEBSITE OR SERVICES

- 11.1. **IN addition to the rights above, RCS reserves the right to terminate and cancel your account if you breach any of the terms, or for any other reason in its sole discretion provided that RCS gives reasonable notice to you.**
- 11.2. If you wish to terminate the agreement with RCS, or end your use of the Services, you may do so by deregistering your Profile with the Website and discontinuing your use of the Website.
- 11.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement with these Terms shall survive the termination of this agreement for all purposes, including the payment of any fee due and payable to RCS.

- 11.4. 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 77 55 22 or e-mail us at investigations@rcsgroup.co.za.

12. ARBITRATION OF DISPUTES

- 12.1. 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.

13. GENERAL

- 13.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.3 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorized representatives.
- 13.2. 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.
- 13.3. No indulgence, leniency or extension of time granted by RCS shall constitute a waiver of any of RCS' rights under these Terms and, accordingly, RCS shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the User which may have arisen in the past or which might arise in the future.
- 13.4. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 13.5. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 13.6. The User's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa. Should any dispute, disagreement or claim arise between the parties concerning use of the Website or the Services, the parties shall endeavor to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 13.7. Should you have any complaints or queries, kindly address an e-mail to complaints@rcsgroup.co.za.
- 13.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 13.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 13.8.