

## Section B: Terms and Conditions

### 1. Definitions

*This section explains certain words and phrases to help you to understand the meaning of the sentences in which the words and phrases are used.*

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 the loan that you obtained from us to record all purchases, payments, reversals and so on that is processed on your loan;
- 1.2. "agreement" means the loan agreement between you and us, consisting of section A, the loan details and section B, these terms and conditions, as well as the pre-agreement, the customer protection insurance policy (if applicable) and the application form completed by you;
- 1.3. "debit order" means (at our choice) a standard debit order, an early debit order to the extent permissible, or a DebiCheck 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;
- 1.4. "elected bank account" means the account that has been elected by yourself for the debit order.
- 1.5. "major sanctioned country" means any one of the following listed countries: Crimea & Sevastapol, Cuba, Iran, North Korea, and Syria. This list may change from time to time;
- 1.6. "National Credit Act" means the National Credit Act, No. 34 of 2005, together with its regulations, as amended from time to time.
- 1.7. "personal information" means personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA") and this may be any information that we receive about you, including but not limited to your name, identity number, contact information, employment and financial information;
- 1.8. "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 Golf Park 6, Golf Park, Raapenberg Road, Mowbray 7700 (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: [LoansCustomerService@rcsgroup.co.za](mailto:LoansCustomerService@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)
- 2.3. You can download our RCS self service app on any app stores on your mobile device.

### 3. Application

*This section explains your rights and obligations relating to the application process. Please pay particular attention to the sentences in a **bold font**.*

- 3.1. **By completing, signing and submitting an application, you:**
  - 3.1.1. **are applying to us for a loan. This agreement contains the terms upon which we are willing to provide a loan to you; and**
  - 3.1.2. **confirm that you have read and understand these terms and conditions, the meaning and consequences of this agreement; and**
  - 3.1.3. **confirm that you are the person whose details you have given to us as the applicant in**

**the application form.**

- 3.2. All information that you provide us with must be truthful, complete 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. **At the time of applying to us for credit or, if your application is successful, at any time during the existence of this agreement, you must immediately let us know if:**
  - 3.3.1. **you have a direct or indirect link(s) to a major sanctioned country (for example, you currently reside in Cuba or you conduct business in Iran); or**
  - 3.3.2. **you are or become a citizen, resident or national of the United States of America; or**
  - 3.3.3. **you relocate to any place outside of the Republic of South Africa.**
- 3.4. **Should any of the events in clause 3.3.1 to 3.3.3 apply to you (whether you let us know or if we find out independently), we have the right to not enter into this agreement with you, or if your application was already approved at the time that we come to learn of such events, we have the right to immediately terminate this agreement on notice to you.**
- 3.5. Should the major sanctioned country list be updated by us, your obligations in terms of clause 3.3.1 above and our rights in terms of clause 3.4 will apply to such updated list.
- 3.6. Your application for a loan is subject to our credit approval criteria and to the conditions for granting credit as set out in the National Credit Act. However, we are not obliged to accept your application.
- 3.7. **You consent to us obtaining any information or documentation directly from your employer, bank, credit bureau or any other source for the purposes of assessing your application. This information shall continuously be processed by us and you consent to continuous processing for purposes of your application**
- 3.8. You agree and consent that we may make an automated decision which affects you, which decision may be made solely on the basis of the automated processing of your personal information, such as, but not limited to, your credit worthiness or location. You have the right to request information about the underlying logic of the automated processing of the information, and the right to make representations to us about a decision made in this regard.
- 3.9. If your application is successful, we will provide you with a pre-agreement, as well as the terms and conditions. The pre-agreement will set out the amount of credit that you qualify for, your interest rate and it will show you how much interest and fees you will pay over the loan period. Please note:
  - 3.9.1 The acceptance of the credit limit, interest, charges, repayment terms, amongst other terms stipulated in the pre-agreement forms part of this Agreement.
  - 3.9.2 Upon your acceptance of the pre-agreement, or a portion of the amount therein listed, you will be responsible for repayment in terms thereof.
- 3.10. If your application is approved, we may monitor your account in order to comply with our obligations in terms of financial intelligence and securities laws, as well as international financial securities regulations. We may also monitor and record all telephone calls and other interactions with you.

#### 4. Advance of loan amount

*This section lets you know how payment of your loan take place. Please pay particular attention to the sentences in a **bold font**.*

- 4.1 **If your application is approved, the loan amount for which you qualify and as requested by you will be paid to you as soon as possible through electronic fund transfer.**
- 4.2 **Payment will be made directly to you into your nominated bank account and in South African Rand. Under no circumstances will a cash payment be made.**



## 5 Insurance

*This section provides some information about the insurance cover on your account. Please read the customer protection insurance policy for full information about the policy offered by us and pay particular attention to the sentences in a **bold font**.*

### 5.1 For your protection Customer Protection Insurance (CPI) is offered where:

5.1.1 You have an approved loan with RCS and

5.1.2 You have a balance owing in terms of Your loan agreement with RCS

5.2 The CPI offered by us is underwritten by Guardrisk Life Limited, a licensed life insurer and authorized financial services provider (FSP76). CPI is administered by RCS Cards Proprietary Limited, an authorized financial services provider (FSP 44481).

### 5.3 CPI provides the following cover:

5.3.1 death cover or permanent disability (which covers your full outstanding balance); or

5.3.2 temporary disability (which covers up to a maximum of 12 months' instalments); or

5.3.3 loss of income (which covers up to a maximum of 12 months' instalments).

5.4 Once a claim has been paid in full, no further benefit will become payable. If you remain unemployed or temporary disabled longer than the claim benefit has been paid in full, there will be no further payment and you will remain liable for your outstanding obligation.

5.5 Full details of the terms and conditions of the CPI product can be viewed at [www.rcs.co.za](http://www.rcs.co.za)

5.6 You have the right to waive the CPI 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 stated in the National Credit Act.

5.7 Your insurance premiums will be billed to your account and collected as part of your instalment. You will only have insurance cover if your account is not in arrears.

## 6 Interest & fees

*This section explains how interest and fees are calculated and charged on your account. Please pay particular attention to the sentences in a **bold font**.*

6.1 Based on the provisions of the National Credit Act, we will calculate the amount of any interest, fees and other costs that will be charged to your account. These amounts will be shown on your statement.

6.2 **The rate of interest that we charge to your account will be reflected on your pre-agreement, but will never be more than the maximum annual interest rate permitted by the National Credit Act from time to time. The interest rate is linked to the repo rate and will be fixed for the period of the agreement.**

6.3 Interest will be calculated on a daily basis and added to your principal debt (in other words, compounded) on a monthly basis.

6.4 If you are in arrears, additional interest will be charged on overdue amounts at the same rate as the interest rate applicable in terms of this agreement. Arrear interest will be collected with your next debit order.

6.5 **We will charge a service fee, which is a fee that you pay to us for the administration of your loan. This will apply for as long as your loan is outstanding. The amount and frequency of the service fee will be set out in your pre-agreement, however, we may change this amount on notice to you.**

6.6 **We charge a once-off initiation fee, which is a fee that you pay to us for initiating your account. The amount will be set out in the pre-agreement. You may choose to pay the whole initiation fee with your first account payment. If you choose this option, you must let us know on your application form, otherwise we will add this fee to your account as part of the principal debt so that you may pay it off in instalments.**

## 7 Statements

*This section sets out important information about the statements that you will receive from us. Please pay particular attention to the sentences in a **bold font**.*

- 7.1 We will send you an electronic statement of account, which will show:
  - 7.1.1 all of the transactions on your account;
  - 7.1.2 the interest and other fees debited to your account;
  - 7.1.3 payments received by us and the balance outstanding;
  - 7.1.4 how much you are in arrears by, if any;
  - 7.1.5 the minimum amount payable; and
  - 7.1.6 the due date for payment of your instalment.
- 7.2 **It is your responsibility to check your statement. Unless you let us know within 30 days of the date of your statement that you dispute your liability for any debit appearing on your statement, you will be liable for the amount reflected on your statement. Similarly, you must let us know if any payment made or credit received by you does not appear on your statement.**
- 7.3 We will send your statements via e-mail. Alternatively, we may send your statements via SMS or other forms of electronic communication, including but not limited to Whatsapp, using the cellphone number that you gave us in your application form.
- 7.4 **If you don't receive a statement from us, it doesn't mean that you don't have pay us. You may obtain your account information from us telephonically or through the self-service portal.**

## 8 Payment & settlement

*This section explains how you must pay us and what happens if you want to pay your account in full. Please pay particular attention to the sentences in a **bold font**.*

- 8.1 **You must pay at least the minimum amount due as indicated on your statement by the due date, which amount is made up of:**
  - 8.1.1 **the minimum amount payable**
  - 8.1.2 **any arrears; and**
  - 8.1.3 **fees and charges.**
- 8.2 We will deem all payments made by you to be made paid on the date that we receive such payment and, according to the law, payments shall be allocated in the following order:
  - 8.2.1 payment of due or unpaid interest, and thereafter
  - 8.2.2 payment of due or unpaid fees and charges (including any insurance), and finally
  - 8.2.3 payment of the principal debt, it being agreed that your oldest debt will be paid first and according to the hierarchy of your credit balance
- 8.3 You can pay your account through any of our approved payment methods from time to time, such as by debit order, by Debitcheck or by electronic funds transfer into our bank account. The method that you choose will be at your risk.
- 8.4 **If you make a payment through electronic fund transfer, you must use your account number as a payment reference. If you don't or use 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.**
- 8.5 **You may pay more than your minimum amount due, however, making such a payment will reduce your outstanding balance but not entitle you to skip a payment.**
- 8.6 **If you wish to pay your account in full, you must first contact us to obtain a settlement amount. Settling your account does not automatically mean that your account will be closed. If you want to close your account, you must contact us and instruct us to do so.**

- 8.7 You must immediately let us know if during the term of this agreement:**
- 8.7.1 you or someone else applies for your sequestration;**
  - 8.7.2 you apply to be placed under financial administration;**
  - 8.7.3 you are placed under curatorship (i.e. the court appoints someone to manage your financial affairs); or**
  - 8.7.4 you apply for debt review.**

## 9 Debit Orders

*This section lets you know how debit orders will work.  
Please pay particular attention to the sentences in a **bold font**.*

- 9.1 You must pay us by debit order.**
- 9.2 You authorise us (and mandate your bank) to deduct from your bank account 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. If your account is in arrears, you authorise us (and mandate your bank) to also deduct such arrear amount, through an additional once-off debit order.**
- 9.3 The amount deducted will never exceed what is due and payable.**
- 9.4 We may track your account and re-present the instruction for payment as soon as sufficient funds are available. If your debit order is still unpaid by your bank, you must pay the minimum amount due as indicated on your statement directly to us by the due date in order to keep your account from going into arrears.**
- 9.5 If your debit order authorisation lapses for any reason determined by your bank, you must contact us to provide us with a new debit order authorisation if you want to continue paying by means of a debit order.**
- 9.6 If your payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be adjusted to the business day after your usual payment date.**
- 9.7 If you cancel your debit order, you must advise us hereof by calling us and giving us at least 30 days' notice and you must pay your outstanding balance in full. Cancelling your debit order does not simultaneously cancel this agreement. If you cancel your debit order, you are not entitled to any refund for any deductions made when the mandate was active if such amounts were lawfully owed to us.**
- 9.8 This debit order authority and mandate may be ceded or assigned to a third party if the agreement is also transferred to the third party.**
- 9.9 Your debit order agreement reference number is your account number.**

## 10 Arrear accounts & debt enforcement

*This section explains what happens if your account goes into arrears.  
Please pay particular attention to the sentences in a **bold font**.*

- 10.1 If your account goes into arrears or you pay late:**
  - 10.1.1 you will be charged default administration costs and any other debt collection costs, as permitted by law;**
  - 10.1.2 adverse information will be submitted to the credit bureaus, which may affect your ability to obtain further credit from us or from other credit providers;**
  - 10.1.3 we may suspend your loan and give you notice before closing your account, in**

- which event you must immediately pay your account in full;
- 10.1.4 your account may be handed over to debt collection agencies for the recovery of the arrear amount, the costs of which you will be responsible for.
- 10.2 If your account has been in arrears for a period as determined by us and during that period you failed to make any payments on your account, your account will automatically be classified as “written off” and may be closed on notice to you. If this happens, we may choose to also terminate this agreement.
- 10.3 If we have to institute legal action against you in court, a court may order that you have to pay the legal costs incurred by us to recover your outstanding balance.
- 10.4 If we approach a court to take judgment 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.
- 10.5 The address that you gave us when completing your application (or any address that you subsequently give us as your current address) is the address that you choose where legal documents may be served on you. If we are able to serve documents on you electronically, the e-mail address and/or cellphone number that we have on record for you will be used. If you wish to change your physical address, e-mail address and/or cellphone number, you must give us notice hereof and any such change will take effect 7 business days after we receive such notice.

## 11 Termination

*This section explains what happens when you or we terminate the agreement.  
Please pay particular attention to the sentences in a **bold font**.*

- 11.1 If one or more of the following happens:
- 11.1.1 you don't pay any amount that is due to us on or before the due date;
  - 11.1.2 you fail to comply with any term or condition of this agreement, our self-service portal terms or our website terms of use;
  - 11.1.3 your estate is sequestered;
  - 11.1.4 you pass away;
  - 11.1.5 you make any untrue, misleading or incorrect statements to us;
  - 11.1.6 you fail to disclose information regarding this agreement or during your application;
  - 11.1.7 you breach any local or international laws or regulations relating to trade sanctions or financial intelligence and securities;
  - 11.1.8 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).
- 11.2 If we exercise our right to terminate this agreement in terms of any of the provisions hereof and there is an outstanding balance on your account, all amounts owing by you will immediately become due and payable by you (unless we make other arrangements with you).
- 11.3 You may terminate this agreement at any time by contacting us and informing us hereof. We will provide you with a settlement amount that you must pay us and after receipt and processing of such payment, we will close your account.

## 12 Personal information

*This section explains how we deal with your personal information.  
Please pay particular attention to the sentences in a **bold font**.*

- 12.1 We respect your privacy and we have a legal obligation to keep your personal information confidential. We will treat your personal information only as permitted in terms of the law (including but not limited to the Protection of Personal Information Act, No. 4 of 2013 and the National Credit Act) or in terms of a court order or, where applicable, in accordance with your consent.
- 12.2 **We may collect certain personal information about you to:**
- 12.2.1 **carry out actions for the conclusion or performance of this agreement or to act in accordance with your instructions to us;**
  - 12.2.2 **comply with a local or international legal obligation imposed on us;**
  - 12.2.3 **monitor and analyse our business in order to develop and improve our product offerings;**
  - 12.2.4 **search or update credit bureaus or fraud prevention agencies;**
  - 12.2.5 **contact you by post, phone, e-mail, SMS, WhatsApp or other electronic means or in any other way to tell you about other products and services which we think may interest you, unless you tell us in your application form that you would prefer not to receive such offers. You can at any time contact us by telephone to change your marketing preferences;**
  - 12.2.6 **enforce our rights against you (such as handing your account over to external debt collectors or legal practitioners to recover any debt that is outstanding by you to us); and**
  - 12.2.7 **manage relationships between our group of companies and its employees, service providers, retail partners and the like.**
- 12.3 **You consent to us sharing your personal information and personal information about you to:**
- 12.3.1 **our service providers in order to comply with our legal obligations or act in accordance with your instructions to us;**
  - 12.3.2 **any insurer or organisation that supports or enhances any of our products which you hold;**
  - 12.3.3 **any payment system participant (such as banks, banking services providers) under or through which your account is paid;**
  - 12.3.4 **any of our retail partners in order for them to monitor and analyse their business or to comply with your instructions to us;**
  - 12.3.5 **any credit bureau or industry association involved in credit reporting or fraud prevention;**
  - 12.3.6 **third parties in order to assess any application that you make with us for credit or other financial services or to manage your loan (and policies, if any);**
  - 12.3.7 **any person or company working for or with us, including any company within our group of companies;**
  - 12.3.8 **our trusted business partners for their further processing and/or marketing of their products or services;**
  - 12.3.9 **any person or company with whom we interact (including any of our retail partners) in order to provide or market to you any product or service that we think you may be interested in, unless you tell us in your application form that you would prefer not to receive such marketing. You can at any time contact us by telephone to change your**



- marketing preferences; and**
- 12.3.10 any person to whom we transfer any of our rights or obligation under this agreement.**
- 12.4 If you have consented to your personal information being shared with our trusted business partners to market their products to you:**
- 12.4.1 your personal information, including in the event of your credit application being declined, purchasing behaviour, online browsing behaviour, marketing permissions, will be shared with selected third parties.
  - 12.4.2 These third parties will process your personal information and other related information for the express purpose of: conducting analytics to develop insights; conducting marketing and product analysis; enhancing product offerings and developing new products that could be relevant to you; and marketing their services and products to you in a relevant way.
  - 12.4.3 Third parties may contact you in various ways including but not limited to phone, SMS, email, and direct mail.
- 12.5 We will keep your personal information for as long as we need to or have to, subject to applicable law.
- 12.6 We may transfer your personal information to third parties who are located and/or run their business outside of the Republic of South Africa. In such event, we will ensure that the recipient is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection to your personal information.
- 12.7 You have the right to: request access, correct any inaccuracies, object to processing and/or request withdrawal or deletion of your personal information. Requests can be made to the company's Information Officer or [complaints@rcsgroup.co.za](mailto:complaints@rcsgroup.co.za).
- 12.8 Should your request not adequately resolved by us, you have the right to lodge a complaint to the Information Regulator, details are located in our Privacy Policy.
- 12.9 For more information about how we process your personal information, please consult our Privacy Policy and/or our Access to Information Manual, both of which are available on our website.

### 13. Credit bureaus

*This section explains how we interact with credit bureaus and how this affects you. Please pay particular attention to the sentences in a **bold font**.*

- 13.1. We may from time to time:
- 13.1.1. obtain or confirm any information about you from any credit bureau; or
  - 13.1.2. submit to any credit or other bureau (or a third party) any information about you or about your credit application, transactions on your account or, opening and closing of your account; or
  - 13.1.3. 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 creditworthiness, and also at any time during the existence of your account;
  - 13.1.4. 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.
- 13.2. **You acknowledge and understand that a credit bureau will provide us with credit profile information and possibly a credit score reflecting your creditworthiness.**
- 13.3. The bureaus may 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.
- 13.4. **You have the right to challenge information reflected at the credit bureaus by contacting them, obtaining your credit record and to have inaccurate information corrected.**

- 13.5. The credit bureaus that we use include the following bureaus, who can be contacted at:  
13.5.1. *Transunion Credit Bureau*: Wanderers Office Park, 52 Corlett Drive; Illovo, Tel: 0861 482 482;  
13.5.2. *XDS*: 7 St Davids Office Park, St Davids Place, Parktown, Johannesburg, Tel: 0860 937 000.
- 13.6. **We cannot be held responsible for any loss that you may suffer or damage that you may incur caused by any credit bureaus or agency.**

## 14. General

*This section deals with general legal terms that are important for you to be aware of.  
Please pay particular attention to the sentences in a **bold font**.*

- 14.1. **We may from time to time change the terms of this agreement. If we do, we will notify you hereof and upload the new terms onto our and/or the retailer's website. If you do not agree with the new terms, you must immediately let us know so that we may close your account (you will remain liable for the outstanding balance on your account). Any other changes to this agreement must either be recorded by us telephonically and thereafter confirmed by us in writing or must be agreed to in writing in order to be valid and binding. If we change the terms of this agreement, it does not mean that a new agreement will automatically come into place.**
- 14.2. **We may sell, 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.**
- 14.3. **We will not be liable for any damage or loss sustained by you or a third party:**  
14.3.1. **for anything outside of our reasonable control (for example, a failure of computer systems, power failures, industrial action, political unrest or war) if this prevents us from providing our usual service;**  
14.3.2. **regarding either the application for credit or regarding this agreement;**  
14.3.3. **arising out of your access or use of our website or any other electronic channels or reliance on any information contained thereon. Your use of such channels are entirely at your own risk.**
- 14.4. **If we cannot enforce any term under this agreement, it will not affect any of the other terms of this agreement. If we delay enforcement of any term, it does not mean that we will never again be able to enforce that term.**
- 14.5. The terms of this agreement is binding on you and us, except for errors (including spelling, punctuation, reference, grammar or similar defects).
- 14.6. **This 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 account and shall be governed by the laws of the Republic of South Africa.**
- 14.7. Should you wish to receive copies of documents relating to your 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.
- 14.8. **If you have a query or complaint, contact our customer services department at [complaints@rcsgroup.co.za](mailto:complaints@rcsgroup.co.za). 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.**