

Terms and Conditions

1. Definitions

In this Agreement, unless the context indicates the contrary:

- 1.1. "Agreement" means this agreement relating to your secondary card as accepted by you;
- 1.2. "Credit agreement" means the terms and conditions contained in your existing credit agreement with us, read with the pre-agreement quotation and statement and the application form completed by you, and any amendments thereto;
- 1.3. "Secondary card" means the secondary card issued by us for your use to access your credit facility;
- 1.4. "Secondary cardholder" means the person that you choose to make use of the secondary card for purchases at any merchant store;
- 1.5. Words and phrases defined in the credit agreement shall have the same meaning in this agreement.

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 full contact details are set out in the credit agreement.

3. Application of the Credit Agreement

- 3.1. This secondary card agreement is in addition to, and not in substitution of, the credit agreement. Both agreements will therefore apply to you. The provisions of the credit agreement relating to the card apply equally to the secondary card, unless this secondary card agreement states otherwise.
- 3.2. In the event of conflict between this secondary card agreement and the credit agreement relating specifically to the secondary card, the provisions of this secondary card agreement must be followed. In all other instances, the credit agreement's provision will apply.

4. Secondary Cards

- 4.1. A secondary card will entitle a secondary cardholder to access your credit facility and make purchases on your credit account, without your signature being required at the time of purchase.
- 4.2. You must ensure that only the person whose details you provided us with in your application for a secondary card uses this card. A secondary card may not be transferred to any other person.
- 4.3. You must ensure that the secondary cardholder immediately sign the back of the secondary card.
- 4.4. It is your responsibility to ensure that the secondary cardholder complies with the relevant terms and conditions of this secondary card agreement and, where applicable, the credit agreement.
- 4.5. If you nominate a secondary cardholder that at the time your application for a secondary card is younger than 18 years old: 1) you acknowledge that by issuing a secondary card to him/her, we are not entering into a credit agreement with him/her; 2) you confirm that he/she is at least 16 years old as at the time of application; 3) you confirm that you are his/her parent or legal guardian; and 4) you consent to the use of the secondary card by him/her. We reserve the right to cancel any secondary card in the event of any of the above statements being false.
- 4.6. Where the secondary cardholder makes a purchase using the secondary card, the purchase amount will be debited to your card account. You are therefore responsible for payment of any purchases made on the secondary card. You are also responsible for any interest, fees or charges that we may lawfully raise on your card account as a result of any purchases made on the secondary card.
- 4.7. The secondary cardholder will not be entitled to make card account enquiries, request credit limit increases, cancel a secondary card or change details on the account. Information about the card account will only be disclosed to you, unless a law or court order obliged us to disclose such information to any other person.
- 4.8. A nominal fee may be charged for the issuing of a secondary card.
- 4.9. Should you wish to change the secondary cardholder or cancel your secondary card, you may do so by contacting us using the card contacting details. After receiving confirmation of such a change or cancellation, as the case may be, you must immediately destroy the old secondary card. Failure to do so will result in you being liable for any purchases made on the old secondary card after such change or cancellation.
- 4.10. The secondary card will not entitle you or the secondary cardholder to additional credit. The credit limit on your credit facility will not increase through the issuance of a secondary card.
- 4.11. You must ensure that neither you nor the secondary cardholder exceeds the credit limit on your credit facility.