



Terms and Conditions

RAGE DISTRIBUTION (PTY) LTD: Reg. No. 2003/017346/07
(Hereafter Referred to as "Rage")

1. USE OF CARD

- 1.1. Only the account holder whose name matches the account number on the account card is authorised to purchase on the account.
- 1.2. Only cards that are signed by the account holder in the space provided will be accepted.
- 1.3. Ownership of the card rests with Rage. The card must be returned on demand.
- 1.4. Purchases may not exceed the available account balance.

2. ACCOUNT PAYMENT AND STATEMENTS

- 2.1. Rage will send monthly statements via SMS to cardholders. The SMS will indicate the total balance owing on the account, the payment required and the due date for payment. Non-receipt of the SMS will not be cause to withhold payment. Monthly statements are available online at www.myrage.co.za.
- 2.2. Payments made must reflect in Rage's bank account on the due date per 2.1 to avoid further charges as per 3.1.

3. INTEREST AND OTHER CHARGES

- 3.1. Rage is entitled to charge a fee and/ or interest as prescribed by the minister in terms of the National Credit Act.
- 3.2. If the payment in respect of purchases is not received by the due date, subject to clause 2, interest at a rate determined in accordance with 3.1 and notified to the account holder will, until such receipt, accrue daily on the debit balance from the date of statement on which the purchase first appears.
- 3.3. The liability of the account holder will continue until the account is settled in full and the card is returned to Rage.

Rage Distribution (Pty) Ltd 2003/017346/07
41 Avalon Road, West Lake View Ext 11, Modderfontein, Lethabong, 1609
P.O. Box 7153, Greenstone, 1616

Tel (011) 608 6800 Fax (011) 608 6901 Email info@ragesa.co.za Website www.ragesa.co.za
Directors: J.L. Gochin, M. Gochin; K. Marais



4. UNAUTHORISED USE OF THE CARD OR ACCOUNT

- 4.1 The account holder must take proper care of the account card and may not allow anyone else to use the card or account.
- 4.2 The account holder must notify Rage of any loss, theft or misappropriation of use of the card or account by any person other than the account holder immediately after the occurrence of such an event.
- 4.3 Such notification can be made in writing or by contacting Rage customer care. The notification is only valid once Rage has given written confirmation that it has been received. Any delays in notifying Rage will be considered negligence.
- 4.4 If the account holder has been negligent in any way with regards to the card or account, they will be liable for all payments arising from any unauthorised transactions concluded before Rage is reasonably able to act.
- 4.5 Account holders who wish to opt for Lost Card Protection may apply for it, as indicated on the account application form, or apply for this protection in writing at a later stage.
- 4.6 Rage does not issue secondary cards. Each account holder must have their own card.

5. CLAIMS AND DISPUTES

- 5.1 The account holder must raise any account queries in writing within sixty (60) days of the date on the statement to which the query relates.
- 5.2 Rage may, for any reason, and at its own discretion – regardless of the available amount for account purchases – revoke, suspend or reduce the available amount for account purchases. Rage may require the full account balance to be settled immediately and request that the card be returned. The account holder will be liable for any unauthorised use of the revoked account card. Use of a revoked card by an account holder will constitute fraud.

6. GENERAL

- 6.1. Account holders may not attach any condition to any payment made. Rage is entitled to receive payment as if no such condition was made.
- 6.2. The address given by an account holder on the account application form will be the Domicilium Citandi Et Executandi (“Domicilium”). The account holder may notify Rage of change of Domicilium in writing and such will be effective one week after said notification is received.
- 6.3. Rage is entitled to verify the information contained in the account application form by making enquiries it deems necessary, including enquiries from one or more credit bureaus.
- 6.4. No latitude or indulgence by Rage will be deemed to be a waiver of Rage’s rights under these conditions nor will it create an estoppel against Rage.
- 6.5. The account holder will be liable for expenses incurred by Rage in exercising any right arising out of breach of the account holder’s obligation in terms hereof including legal charges and collection or tracing fees.



- 6.6. Rage will not be liable for any loss or damages suffered by the account holder as a result of any access to any data or as a result of any enquiry made in terms of 6.3 above. Rage will use reasonable endeavours to ensure information and data are correct and managed with due care.
- 6.7. The account holder hereby acknowledges and agrees that Rage may perform a credit search on the account holder's record and monitor their payment record with one or more registered Credit Bureaus when assessing the account holder's application form.
- 6.8. Rage may record the existence of the account holder's account with any credit bureau and record and transmit details on how the account holder has performed.
- 6.9. Both parties consent to the jurisdiction of the magistrate's court.
- 6.10. The agreement will constitute the entire agreement between Rage and the account holder. Neither an amendment of this agreement nor the removal or replacement of an account card will constitute a novation of this agreement.
- 6.11. The account holder must inform Rage in writing if he/she is under an administration order, sequestration or any other form of insolvency.
- 6.12. The account holder acknowledges that all purchases made with the account card and on the account are with Rage Distribution (Pty) Limited.
- 6.13. The account holder confirms that all the information provided in the account application form is true and correct.