Terms and conditions of joining the CMR MyCard Programme as a Programme Partner

Effective 1st July 2026

Below are the terms and conditions between Cape Medical Response CC, Registration No 2001/013020/23, of 106 Kommetjie Road, Fish Hoek, 7975 (hereafter called "CMR") and the CMR MyCard Programme Partner (hereafter called "PP"), details of which appear on the completed CMR MyCard Business Enrolment Form, in respect of the PP joining the CMR MyCard Programme, and offering goods or services via this programme to CMR MyCard members.

1. Separate to its membership programme/s for the provision of emergency medical services, CMR has a membership concept/programme called the "CMR MyCard" (herein after called "MyCard") that allows current CMR members to obtain certain discounts on products and services offered by the PPs that have enrolled in the MyCard programme.

2. CMR members become MyCard members by subscribing to the CMR membership programme, and paying CMR a monthly or annual membership fee. CMR provides MyCard members with a credit-card-sized card, which displays their name, membership number, a personalized QR code when the card was issued. The MyCard remains valid for the duration of the members's membership.

3. The PP offers MyCard members with discounted goods and/or services (hereinafter called the "Offer"), subject to certain terms and conditions, and these discounted goods and services will be offered to MyCard members via the CMR website, the CMR membership App, and other digital marketing or promotional platforms subject to certain terms and conditions.

4. Members of the MyCard qualify for, and can redeem these discount/s, when purchasing the applicable goods or services at the PP's outlet/s or as stated.

5. CMR shall offer the PP's products and/or services for sale to MyCard members upon the terms and conditions set out in herein, which CMR may change from time to time in its sole and absolute discretion.

6. On signature, or as agreed between CMR and the PP, the PP must provide CMR with the terms of the discounted Offer, which will subsequently be advertised by CMR to MyCard holders. These terms must include a clear explanation of what is being offered; including the applicable discount or discounted price to be paid by MyCard holders for the offering, and the nature of the goods or services being offered; the period for which the PP Offer is valid; and any specific terms and conditions which may apply to the Offer.

7. The PP may change its Offer/s from time to time by completing the "Change of Offer/s to CMR MyCard Members" form and getting such form to CMR at least 14 days before the new Offer/s becomes applicable. CMR bears no responsibility for making such changes on its MyCard promotional platforms on time.

8. If applicable, the PP must supply CMR with an image of its logo and/or of the appropriate goods being offered, which CMR may then advertise together with the Offer at its sole discretion.

9. This agreement begins on the acceptance and signature of the CMR MyCard Business Enrolment Form by both parties, and continues until terminated by either party giving the other party one calendar month notice.

10. CMR may, in its sole discretion, withdraw any Offer/s from its website or any other promotional media at any time that it deems to be inappropriate or not suitable for the MyCard programme.

11. Even if this agreement is terminated, the terms and conditions shall continue to apply until all outstanding Offers arising out of this agreement have run their course and are no longer applicable.

12. The PP must honour Offers made to MyCard holders in terms of the conditions attaching thereto.

13. Both the PP and CMR acknowledge that the Consumer Protection Act of 2008 will apply to the relationship between the PP and MyCard holders who choose to take up the Offer/s. The PP must therefore make sure that there is enough supply of the Offer/s to accommodate all reasonably anticipated demands resulting from the Offer; not limit or restrict its capacity to supply the Offer/s on any basis other than that stated in the terms and conditions of the coupon; not require the consumer to accept an inferior quality of any goods or services; and not impose on a consumer any extra charge for the administration, processing or handling of a transaction relating to the Offer/s.

14. If the PP is unable to provide the Offer/s as it has been advertised, then the PP must provide the consumer with a comparable alternative, unless the Offer/s is specifically "while stocks last".

15. In terms of the Consumer Protection Act, a consumer has the right to fair and honest dealings with the PP and CMR takes no responsibility for the PP's liability or future liability in this regard.

16. If the PP does something which, in the reasonable opinion of CMR, is contrary to the Consumer Protection Act, then CMR will inform the PP in writing or by email of this fact, and the PP must rectify its actions or omissions immediately or as soon as practically possible after receiving such notice from CMR.

17. The PP acknowledges that CMR may, after consultation with the PP, refund a MyCard holder should CMR in its discretion, deem it necessary to preserve the goodwill of either the PP and/or CMR. The PP must repay immediately upon demand any amounts which CMR repays to any MyCard holder arising out of the PP's failure to properly and/or fully deliver the Offer/s.

18. Should the PP have any complaints, problems or proceedings (legal or otherwise) in relation to its Offer (other than those usually experienced in its ordinary course of business), it must inform CMR of these immediately.

19. The PP acknowledges the intellectual property rights of the MyCard concept and its operation, and must accordingly keep confidential and not disclose nor utilize any information pertaining to the intellectual property rights of CMR. The PP must also immediately advise CMR of any infringement of such rights and give its fullest co-operation to the prosecution and protection of such rights.

20. The parties agree and undertake that they will keep confidential all information pertaining to the operation of each other's business, and will not use that information other than for the purposes of this agreement. Also, they shall protect that information and not disclose it to any unauthorized persons.

21. The PP warrants that its Offer/s shall not harm the goodwill and reputation of CMR, and hereby indemnifies and holds CMR harmless against all or any claims of whatsoever nature and howsoever arising out of the sale of its Offer/s.

22. CMR shall take reasonable steps to ensure that its systems and data will not be corrupted; however, the PP acknowledges that corruption can occur from causes outside the control of CMR. The PP accordingly hereby indemnifies CMR against any loss or damages the PP may suffer arising out of the corruption of data or failure of CMR's website or other digital or electronic media.

23. In any cases where CMR promotes or advertises any Offer/s incorrectly, CMR's liability will be restricted to changing such Offer/s and informing its MyCard members accordingly.

24. Should any party (the "defaulting party") commit a breach of any of the provisions of this agreement, then the party who is not in breach (the "aggrieved party") may give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 10 days of receipt thereof, subject to any other provisions herein to the contrary, the aggrieved party shall be entitled to cancel the membership or to claim specific performance, in either event without prejudice to the aggrieved party's rights to claim damages. This is all without prejudice to such other rights as the aggrieved party may have in common law or statute.

25. The parties choose the addresses as stated in the MyCard Business Enrolment Form as their respective addresses for service of any documents, notice in terms of this agreement or for legal proceedings. The parties may also use the email addresses as stated in this same form as an accepted form of written communication. Any email validly sent by one party is deemed to have been received by the other party within 48 hours of sending excluding public holidays, Saturdays or Sundays.

26. Each term of this Agreement shall be considered as severable. If for any reason any term hereof is determined to be invalid and contrary to or in conflict with any existing or future law, then this Agreement shall be interpreted and enforced as if such invalid term was not contained.