Terms of Use

BANK ACCOUNT VERIFICATION SERVICES (AVS)

1. Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings: Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified on the cover page of these terms of use:

1.1. These terms of use will be deemed to be incorporated into the agreement; and

1.2. The customer will make the AVS available to users either via integrated API customer branded service and/or a Easy Debit-branded portal as indicated on the master agreement associated with the terms of use.

2. AVS

2.1. AVS enables the real-time digital verification a data subject's bank account information across various financial institutions. Bank account verification is the process of:

2.1.1. Retrieving the data subject's account information from a financial institution and presenting such information to the customer for use in verifying accounts or otherwise authenticating data subjects; or

2.1.2. Providing a corresponding error code to the customer due to invalid credentials or account and routing numbers from the customer for an account.

2.2. Access to the platform for purposes of AVS is either via Easy Debit branded portal or customer branded via API.

2.3. Use of the AVS is expressly limited to obtaining account verifications for data subjects. The customer may not use the AVS for any other purpose.

BANK STATEMENT SERVICES (BSS)

3. Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

3.1. Account – an individual bank account with a financial institution;

3.2. BSS – the company's bank statement service;

3.3. Credentials – in respect of any account, the account number, password and other login details required by the financial institution to access such account and retrieve the statements;

3.4. Financial institution – a financial institution and/or bank registered as such under the laws of the RSA. Financial institutions are sources as defined in clause 1.1 of the agreement;

3.5. Statement – a statement of an account issued by the financial institution where such account is held, which statement is a "report" as defined in clause 1.1 of the agreement.

4. Commencement
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

4.1. These terms of use will be deemed to be incorporated into the agreement; and

4.2. The customer will make the BSS available to users as a customer branded service via API as indicated on the master agreement associated with the terms of use.

5. BSS
BSS is a digital service that enables the customer to retrieve the data subject's statements directly from the applicable financial institution.

6. Statements

6.1. Use of the BSS is expressly limited to statements from sources.

6.2. The BSS will send the statements directly to the customer requesting same. `

6.3. Statements will not be sent to or held by the customer and the customer warrants and undertakes to ensure that the customer system does not receive and/or retain copies of any statements retrieved by the BSS and sent to the customer via the platform.

6.4. The company will host the statements on its server for 72 (seventy-two) hours after receipt thereof from the applicable source, where after the statements and all copies thereof will be automatically deleted.

7. Credentials
The customer will be solely responsible for collecting credentials and passing same to the company. The customer will not make copies of and/or store any credentials after credentials have been passed to the company.

8. Indemnity
In addition to the indemnities contemplated in the agreement, the customer indemnifies and holds harmless the company, its directors, employees, agents and representatives against any losses that may be suffered by any person as a result of the customer's breach of clauses 7.3 and/or 8.

FINGERPRINT VERIFICATION SERVICES (BVS)

9. Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

9.1. DOH – South African Department of Home Affairs which is a source;

9.2. BVS – the company's fingerprint verification service.

10.   Commencement of BVS
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

10.1.   These terms of use will be deemed to be incorporated into the agreement; and

10.2.   The customer will make the BVS available to users either as a customer branded service via API and/or a Easy Debit-branded portal as indicated on the master agreement associated with the terms of use.

11.   BVS

11.1.   BVS is a computer service that enables the real-time digital verification of a data subject's fingerprints against the data subject's fingerprint with DOH, and returns the id image, name and surname of the data subject.

11.2.   Access to the platform for purposes of BVS is either via the Easy Debit branded portal or via customer branded API integration.

11.3.   All access to these platforms requires the installation and configuration of a fingerprint reader, and the customer is responsible for the integration to this device if they make use of the API integration. The fingerprint reader will be supplied by the company at an additional cost as set out in the pricing structure (annexure a).

11.4.   Use of the BVS is expressly limited to obtaining fingerprint verifications. The customer may not use the BVS for any other purpose.

11.5.   The customer shall be liable for any damages to the fingerprint devices and repair costs thereof that fall outside the warranty terms. Damages include both water and physical damage, it shall be the customer's responsibility to ensure that they have read the device care manuals.

CARD PAYMENTS SERVICES

12.   Interpretation of definitions
The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have the corresponding meanings, namely:

12.1.   "Acquirer" refers to ABSA bank who will provide the merchant with a merchant id ("mid");card association - means a network of issuing banks and acquiring banks that process cards of a specific brand;

12.2.   "Effective date" means the date on which the agreement is signed;

12.3.   "The merchant" refers to the party contracting with Easy Debit and includes officers, employees, agents and any other users of the services provided by Easy Debit in terms of this contract;

12.4.   "Other service providers" refers to networks, banks and other service or technical service provider that renders an independent service that supports the services rendered under this agreement;

12.5.   "Services" refers to the service selected by the merchant in terms of the deal summary sheet in the signed agreement;

12.6.   "Switching" refers to the process of routing transaction data for processing at a bank, an acquiring institution, or service provider for the purposes of credit and debit card authorization and settlement, stored value processing, loyalty processing and voucher service processing;

12.7.   "Smart POS" refers to a point of sale device used for processing TT3 mandate authentication, credit and debit cards according to EMV standards, and switched into an acquiring bank or service provider by Easy Debit

13.   Services – general terms and conditions

13.1.   The merchant hereby subscribes to Easy Debit for implementation of the services for the period selected in the deal summary sheet and shall be calculated from the date of signature of this agreement and in accordance with the terms and conditions contained in this agreement.

13.2.   Easy Debit will provide the services to the merchant in accordance with the deal summary sheet. The amounts payable by the merchant for the provision of services are as set out in the deal summary sheet.

13.3.   All payments must be made in South African Rands and the merchant hereby authorizes Easy Debit to debit the nominated banking account each month for the duration of the contract for all amounts related to the provision of the services rendered by Easy Debit

13.4.   In the event that the merchant wishes to amend the details of the nominated account, notification will be given to Easy Debit fourteen (14) days in advance, which notification shall be in writing.

13.5.   If the merchant fails to make any payment on due date, Easy Debit may, without prejudice to any of its rights, suspend the performance of any of its obligations in terms of this agreement and shall be entitled to charge the merchant interest on the overdue amount from the due date to the date of actual payment thereof (both days inclusive) at the rate set out in the agreement, plus any additional costs incurred by Easy Debit as a result of the merchant's failure to make any payment on the due date.

13.6.   Easy Debit may adjust the amounts payable by the merchant in terms of this agreement as set out in the deal summary sheet to reflect any increase in the cost to Easy Debit in providing the services which is due to any factor beyond the control of Easy Debit including without limitation, foreign exchange fluctuation, increased costs of third party products including telecommunication facilities provided, alteration of duties, surcharges, taxes, rates or levies, increased costs of materials or manufacture, change in delivery dates, quantities or specifications which are required by the merchant or delay caused by any instruction of the merchant.

13.7.   In addition to the foregoing, Easy Debit may adjust the amounts payable by the client in terms of this agreement on the anniversary of the agreement by an amount equal to the year-on-year percentage increase in the Consumer Price Index (CPI) or inflation rate for the month of February for that year.

13.8.   The merchant will not be entitled to withhold payment of any amount payable in terms of this agreement to satisfy any claim

against Easy Debit arising from this or any other agreement with Easy Debit, nor will the merchant be entitled to set off any such amount payable in terms of this agreement against any amount owing to it by Easy Debit in terms of this or any other agreement.

13.9. Easy Debit shall assist the merchant in applying for a merchant account with ABSA bank. The merchant therefore agrees to provide Easy Debit with the necessary information required to initiate the application process. In the event that the merchant is not successful in procuring a merchant account via ABSA, then the terms of this contract shall become null and void, save for those clauses which survive the termination of the contract, and any terminals and peripheral equipment including sim cards and the like shall be returned to Easy Debit within three working days failing which Easy Debit shall hold the merchant for the full value of the equipment retained by the merchant

13.10. The merchant shall not hold Easy Debit responsible or liable in any way in the event that the merchant fails to secure a merchant account

13.11. The merchant understands that the services rendered by Easy Debit are reliant on independent external service provides including but not limited to banking institutions, cellular networks, tele-communications providers, hardware providers, cellphone handset manufacturers, internet service providers and so forth, that are not under the control of Easy Debit. The merchant therefore agrees not to hold Easy Debit liable for any losses or damages incurred as a result of the actions or omissions of such external service providers.

13.12. Easy Debit reserves the right to report to the necessary banking institution or relevant law enforcement any suspected fraudulent activities committed by the merchant or its employees in the use of the services provided by Easy Debit. Easy Debit shall not be held liable for any loss or damages resulting from such disclosures provided that the disclosures are not made maliciously by Easy Debit.

13.13. The software systems provided by Easy Debit are proprietary in nature to Easy Debit and in some instances proprietary to third party software suppliers. The merchant understands the proprietary nature of the software and systems that the merchant will have access to and undertakes not to reverse engineer, copy or reproduce in any form the proprietary systems of Easy Debit and its software suppliers.

13.14. The software systems provided by Easy Debit are proprietary in nature to Easy Debit and in some instances proprietary to third party software suppliers. The merchant understands the proprietary nature of the software and systems that the merchant will have access to and undertakes not to reverse engineer, copy or reproduce in any form the proprietary systems of Easy Debit and its software suppliers.

13.15. Easy Debit will consider making system changes and enhancements at the request of the merchant, but reserves the right to charge the merchant for such changes that are made, where such changes are made all rights and title to the work shall vest in Easy Debit and the merchant shall have no claim over such work.

14. **Services - device terms and conditions**

14.1. The device is available on an outright purchase agreement or on 12-, 24- and 36-month rental terms.

14.2. Device insurance will be for the merchant's account at a monthly rate stated in the deal summary sheet, if the merchant opts to self-insure, evidence of such insurance cover must be provided promptly.

14.3. The device is equipped for both Wi-Fi and GSM connectivity; the merchant has the option to use SIM cards provided by Easy Debit at the stated monthly fee. Easy Debit will not be held liable for any network outages or any losses in profit thereof.

14.4. The device software is designed to facilitate TT3 mandate initiations and card payments, the merchant is prohibited from using the device for other purposes. If the merchant wishes to add proprietary software to the device, the merchant is obliged to provide Easy Debit with the API and Easy Debit will then load the software to the merchant's app store.

14.5. Device maintenance is included in the monthly rental amount, Easy Debit will be responsible for routine device maintenance and will not be liable for any damages that result from negligent use of the device or any unlawful activity.

14.6. Device maintenance is included in the monthly rental amount, Easy Debit will be responsible for routine device maintenance and will not be liable for any damages that result from negligent use of the device or any unlawful activity.

14.7. The merchant undertakes not to use the device as a conduit for any fraudulent transactions, Easy Debit reserves the right to report such fraudulent activities to relevant government and/or regulatory authorities.

14.8. The device is provided for the intended use, Easy Debit may assist with transaction reconciliation, however, the company is not obliged to provide such services.

15. **The merchant's obligations**

15.1. The merchant has the sole responsibility to ensure that the information it and its client transmits and receive over the service complies with all applicable laws and the merchant indemnifies Easy Debit and holds it harmless against any claims by third parties in respect of prohibited activities conducted by the merchant or its clients.

15.2. The merchant shall not take any steps or fail to take any steps which directly or indirectly impairs or precludes Easy Debit from being able to provide the services.

15.3. The merchant shall exercise due caution and care in handling and using the smart pos terminal and shall be liable for the full cost of repairs or replacement of the smart pos terminal in the event that the terminal is negligently damaged.

16. **Duration**

16.1. This agreement shall endure for the period specified in the deal summary sheet and is calculated from the effective date ("the initial period") and thereafter shall be renewed automatically on the anniversary date, for further periods of twelve months, unless three months written notice prior to the anniversary date, of its intention not to renew the agreement, is given by the one party to the other.

16.2. It is specifically recorded that should the merchant default in making payment to Easy Debit for two consecutive months during the initial period of this agreement, Easy Debit shall have the right to terminate this agreement with immediate effect.

16.3. In the event of termination of this agreement prior to the conclusion of its full period by the merchant, the merchant is liable immediately to pay the entire amount of the applicable fees for the balance of the period of this agreement. Such fees will include the outstanding device rental amount and the balance of the SIM card contract.

17. Warranty for fitness

Save for those warranties expressly set out herein, Easy Debit makes no representations or warranties whatsoever, whether express or implied, to the merchant as to the condition of the products or as to the fitness of the products for any purpose whatsoever. The merchant shall have no claim against Easy Debit, nor shall it be entitled to cancel this agreement if, in respect of the service, it subsequently determines that such service is for any reason unacceptable to it.

18. Limitation of liability

Easy Debit shall not be liable to the merchant or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential loss or damage which shall include but not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against Easy Debit or the merchant by any party arising directly or indirectly and specifically for:

18.1. Any direct damage suffered by the merchant howsoever arising, in respect of any amount which is more than the amount of revenue received from the merchant and the merchant indemnifies Easy Debit accordingly;

18.2. Any expenses, losses or damages incurred as a result of an unsuccessful or delayed application for any account from any financial institution or for services from third party service providers that are required for this agreement to operate;

18.3. Any losses, liabilities or damages incurred by the merchant due to the suspension of the contract of any services provided by Easy Debit;

18.4. Any losses, liability or damages incurred by the merchant due to the suspension or cancellation of the merchant's account by the acquirer for whatever reason;

18.5. Any losses, damages or liability incurred by the merchant due to the fraudulent activities of the merchant and its employees or agents;

18.6. Any losses, damages or liability incurred by the merchant as a result of fraud or any other actions committed by customers of the merchant including but not limited to repudiated transactions, incorrect banking details, card skimming, bank charge-backs and the like;

18.7. Any losses or damages incurred by the merchant as a result of any failure, fault or suspension in the services and systems of other service providers upon which the services rendered by Easy Debit rely.

19. Breach

19.1. If any party breaches any material provision or term of this agreement and fails to remedy such breach within ten days of receipt of written notice requiring it to do so, (or if it is not reasonably possible to remedy the breach within ten (10) days, within such further period as may be reasonable in the circumstances), then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether the due date for performance has arrived, in either event without prejudice to the aggrieved party's rights to claim damages.

19.2. Easy Debit is entitled to interrupt the provision of the services to the merchant if the merchant is in default of any of its obligations to Easy Debit under this agreement. Under no circumstances may the merchant cancel this agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Easy Debit, its servants, its agents or any other persons for whom it may be liable in law if Easy Debit interrupts the provision of the services to the merchant.

19.3. A certificate of indebtedness issued by under the hand of any director or manager of Easy Debit, whose authority or appointment it shall not be necessary to prove, in respect of any indebtedness of the merchant in terms of this agreement, shall be prima facie evidence of the merchant's indebtedness to Easy Debit.

20. No assignment

The merchant shall not be entitled to cede, assign or delegate any of its rights and obligations under this agreement to any third party, unless otherwise agreed in writing by Easy Debit. Easy Debit shall be entitled to cede, assign or delete any of its rights and obligations under this agreement to any third party without prior notice to and without the consent of the merchant.

21. Confidentiality and publicity

Any information obtained by either party to this agreement in negotiating it or arising from the implementation thereof, shall be treated as confidential by the parties and shall not be divulged or permitted to be divulged to any person not being a party to this agreement, without the prior written consent of the other party save that:

21.1. No party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and

21.2. Neither party shall be precluded from divulging any information to any person who is negotiating with such party for the acquisition of an interest in such party, provided that the person to whom any disclosure is made in the aforesaid circumstances shall first have undertaken in writing not to divulge such information to any other person or to use it only for the purposes of evaluating the business.

22. Non solicitation

For the duration of this agreement if for a period of one year following the termination of this agreement for any reason

whatsoever, the merchant shall not, whether directly or indirectly, either itself or via another entity, act in any manner whatsoever which results in an employee of Easy Debit consulting to, working for or being contracted by the merchant.

23. Force Majeure

23.1. If a vis major or force majeure or casus fortuitus ("the interrupting of circumstances") causes the delay or failure or partial failure performance by a party of all or any of its obligations hereunder, this agreement, or as the case may be, the effective portion thereof, shall be suspended for the period during which the interrupting circumstances prevail, but if they affect any material part to the agreement, only for a maximum period of thirty (30) days, whereafter any effective party may be entitled on thirty (30) days written notice to cancel this agreement.

23.2. Written notice of the interrupting circumstances specifying the nature and date of commencement thereof shall be dispatched by the party seeking to rely thereon (on whom the onus shall rest) to the other party as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the interrupting circumstances shall be given by the party who relied thereon within ten (10) days after such cessation. No party shall subsequently be obliged to comply with the obligation.

Suspended during such period. The party whose performance is interrupted by the interrupting circumstances shall be entitled, providing that such party shall give written notice of the interrupting circumstances, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

23.3. The dispute which arises in regard to this agreement, or out of or pursuant to this agreement (other than where an interdict or urgent relief is sought in a court of competent jurisdiction), may at the discretion of Easy Debit be submitted and decided by arbitration. The arbitration shall be subject to the arbitration legislation from time to time being in force in South Africa. The provisions of this clause are severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason. The arbitrator shall have the power to give default judgment if any party fails to make submissions on the relevant due date or fails to appear at the arbitration.

24. Governing law
This agreement shall be governed in all respects by the laws of the Republic of South Africa.

25. Domicilium Citanci et Executandi
The merchant chooses as their domicilium citandi et executandi for all purposes under this agreement the address as set out on the first page of this agreement. Easy Debit chooses as its domicilium citandi et executandi 6 Florence Avenue, Bedfordview, Gauteng, South Africa. Either party may by notice to the other party change its domicilium citandi et executandi.

26. Whole agreement
This agreement constitutes the whole agreement between the parties relating to the subject matter hereof. No amendment or cancellation of this agreement or any provision or term hereof shall be binding unless recorded in a written document signed by the parties. Neither party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded specifically in this agreement.

27. Commencement
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

27.1. These terms of use will be deemed to be incorporated into the agreement; and

27.2. The company will make the DebiCheck service available to the customer either on a customer-branded basis or a Easy Debit-branded basis as indicated on the cover page of these terms of use.

28. Card service
28.1. The card service enables a customer to initiate a card transaction via a card device

28.2. The DebiCheck service protects:

28.2.1. Debtors against unauthorised debits from their bank accounts; and

28.2.1. Creditors against valid collections being challenged as disputable transactions.

28.3. Mandates

28.3.1. Creditors will use the DebiCheck service to initiate a mandate. Once a mandate has been initiated, the company, as the creditor's service provider, will forward the mandate to the acquiring bank which will then forward same to the issuing bank.

28.3.1. The issuing bank will then notify the debtor of the mandate through the stipulated channel or other channels available to the debtor, and request the debtor to authenticate same.

28.3.1. The issuing bank will communicate the authorised mandate or rejected mandate with the corresponding mandate reference number back to the acquiring bank, who in turn, will communicate same to the company.

28.3.1. The company will then communicate the authorised mandate or rejected mandate with the corresponding mandate reference number to the creditor.

28.4. Collections

28.4.1. Once a creditor has received an authorised mandate and corresponding mandate reference number, the creditor will submit the corresponding collection instruction together with the corresponding mandate reference number to the company for processing.

28.4.1. The company, as the creditor's service provider, will submit the collection with the corresponding mandate reference number for collection to the acquiring bank which will then forward same to the issuing bank.

28.4.1. The issuing bank will process the collection once it has verified the mandate reference number and terms of the accepted mandate and communicate the outcome of such processing back to the company via the acquiring bank.

29. Channels

29.1. The DebiCheck service is available to creditors via the following initiating channels:

29.1.1. Web service;

29.1.2. User interface;

29.1.3. Point of sale (POS) (mandates only);

29.2. When completing a mandate, the creditor will select the method in which the mandate will be communicated for authentication to the debtor from the following:

29.2.1. USSD (real-time) – TT1

This method sends a notification of the mandate to the debtor's mobile number and must be authenticated within 2 minutes of being submitted for authentication.

29.2.2. USSD (real-time delayed) TT1- delayed

This method sends a notification of the mandate to the debtor's mobile number and must be authenticated before 9pm on the initiation date.

29.2.3. Batch (TT2)

This method sends a notification of the mandate to the debtor's mobile number or via the other banking channels available to the debtor and must be authenticated within 48 (forty-eight) hours of the initiation date.

29.2.4. Card and pin (TT3)

This method uses the point of sale (POS) device and the debtor is requested to present his debit card and associated pin for authentication of the mandate.

29.3. If a debtor does not authenticate a mandate within the applicable time frame, then the mandate will be automatically rejected.

29.4. Collections are facilitated via an integrated solution, batch upload or user interface.

29.5. The company will advise the creditor in writing if additional channels and/or communication methods are made available in the future.

30. Responsibilities

30.1. The creditor

The creditor is responsible for:

30.1.1. Capturing the relevant information on the mandate as per its contractual agreement with the debtor; and/or

30.1.2. Requesting a collection against an authorised mandate.

30.2. The debtor

The debtor is responsible for authenticating the mandate and honoring the collection request.

30.3. The company

30.3.1. The company is responsible for:

30.3.1.1. Submitting the mandate for authentication as contemplated in clause 29.2; and/or

30.3.1.2. Submitting the collection for processing as contemplated in clause 29.2.4.

30.3.2. The responses from the financial institutions relating the mandate, the authentication and/or the collection is recorded and made available to the creditor via the initiating channel used by the creditor as contemplated in clause 30.1.

31. Indemnity

In addition to the indemnities contemplated in the agreement, the customer indemnifies and holds harmless the company, its directors, employees, agents and representatives against any losses that may be suffered by the customer and/or the creditor as a result of any financial institution failing and/or refusing to facilitate authentications of mandates and/or process collections.

DEBICHECK SERVICES (DCS)

32. Definitions

Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

32.1. Acquiring bank – the financial institution at which the creditor's bank account is held;

32.2. Authorised mandate – a mandate that has been authorised by the debtor;

32.3. Authentication – the authorization or rejection of a mandate by a debtor;

32.4. Collection – a pre-authorised payment mechanism in terms of which a debtor's bank account is debited in terms of an authorised mandate;

32.5. Creditor – the customer or the customer's authorised agent who initiates a mandate and/or submits a collection for processing in terms of an authorised mandate;

32.6. DebiCheck service – the company's bank account debit verification service;

32.7. Debtor – the account holder that is the subject of a mandate and against whose bank account the creditor seeks to make a collection in terms of an authorised mandate;

32.8. Financial institution – a financial institution and/or bank registered as such under the laws of the RSA;

32.9. Initiation date – the date on which the company submits a mandate to the acquiring bank as instructed by the creditor in the mandate;

32.10. Issuing bank – the financial institution at which the debtor's bank account is held;

32.11. Mandate – an electronic payment instruction issued by the creditor for a collection against a debtor's bank account to enforce a monthly or once-off payment due by the debtor;

32.12. Mandate reference number – a reference number issued to an authorised mandate by the issuing bank following the debtor's authentication of a mandate;

32.13. Rejected mandate – a mandate that has been rejected by the debtor.

33. Commencement

Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

33.1. These terms of use will be deemed to be incorporated into the agreement; and

33.2. The company will make the DebiCheck service available to the customer either on a customer-branded basis or a Easy Debit-branded basis as indicated on the cover page of these terms of use.

34. Debicheck Service

34.1. The DebiCheck service enables a creditor to initiate a mandate which will require authentication by a debtor before a collection can be made in terms thereof.

34.2. The DebiCheck service protects:

34.2.1. Debtors against unauthorised debits from their bank accounts; and

34.2.2. Creditors against valid collections being challenged as disputable transactions.

34.3. Mandates

34.3.1. Creditors will use the DebiCheck service to initiate a mandate. Once a mandate has been initiated, the company, as the creditor's service provider, will forward the mandate to the acquiring bank which will then forward same to the issuing bank.

34.3.2. The issuing bank will then notify the debtor of the mandate through the stipulated channel or other channels available to the debtor, and request the debtor to authenticate same.

34.3.3. The issuing bank will communicate the authorised mandate or rejected mandate with the corresponding mandate reference number back to the acquiring bank, who in turn, will communicate same to the company.

34.3.4. The company will then communicate the authorised mandate or rejected mandate with the corresponding mandate reference number to the creditor.

34.4. Collections

34.4.1. Once a creditor has received an authorised mandate and corresponding mandate reference number, the creditor will submit the corresponding collection instruction together with the corresponding mandate reference number to the company for processing.

34.4.2. The company, as the creditor's service provider, will submit the collection with the corresponding mandate reference number for collection to the acquiring bank which will then forward same to the issuing bank.

34.4.3. The issuing bank will process the collection once it has verified the mandate reference number and terms of the accepted mandate and communicate the outcome of such processing back to the company via the acquiring bank.

35. Channels

35.1. The DebiCheck service is available to creditors via the following initiating channels:

35.1.1. Web service;

35.1.2. User interface;

35.1.3. Point of sale (POS) (mandates only);

35.2. When completing a mandate, the creditor will select the method in which the mandate will be communicated for authentication to the debtor from the following:

35.2.1. USSD (real-time) – TT1

This method sends a notification of the mandate to the debtor's mobile number and must be authenticated within 2 minutes of being submitted for authentication.

35.2.2. USSD (real-time delayed) TT1- delayed

This method sends a notification of the mandate to the debtor's mobile number and must be authenticated before 9pm on the initiation date.

35.2.3. Batch (TT2)

This method sends a notification of the mandate to the debtor's mobile number or via the other banking channels available to the debtor and must be authenticated within 48 (forty-eight) hours of the initiation date.

35.2.4. Card and pin (TT3)

This method uses the point of sale (pos) device and the debtor is requested to present his debit card and associated pin for authentication of the mandate.

35.3. If a debtor does not authenticate a mandate within the applicable time frame, then the mandate will be automatically rejected.

35.4. Collections are facilitated via an integrated solution, batch upload or user interface.

35.5. The company will advise the creditor in writing if additional channels and/or communication methods are made available in the future.

36. Responsibilities

36.1. The creditor

The creditor is responsible for:

36.1.1. Capturing the relevant information on the mandate as per its contractual agreement with the debtor; and/or

36.1.2. Requesting a collection against an authorised mandate.

36.2. The debtor

The debtor is responsible for authenticating the mandate and honoring the collection request.

36.3. The company

36.3.1. The company is responsible for:

36.3.1.1. Submitting the mandate for authentication as contemplated in clause 29.3; and/or

36.3.1.1. Submitting the collection for processing as contemplated in clause 29.3.4.

36.3.2. The responses from the financial institutions relating the mandate, the authentication and/or the collection is recorded and made available to the creditor via the initiating channel used by the creditor as contemplated in clause 30.1.

37.   Indemnity
In addition to the indemnities contemplated in the agreement, the customer indemnifies and holds harmless the company, its directors, employees, agents and representatives against any losses that may be suffered by the customer and/or the creditor as a result of any financial institution failing and/or refusing to facilitate authentications of mandates and/or process collections.

FACIAL VERIFICATION SERVICES (FVS)

38.   Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

38.1.   DOH – South African Department of Home Affairs, which is a source;

38.2.   FVS – the company's facial verification service.

39.   Commencement of FVS
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

39.1.   These terms of use will be deemed to be incorporated into the agreement; and

39.2.   The customer will make the FVS available to users as a customer branded service via API as indicated on the master agreement associated with the terms of use.

40.   FVS

40.1.   FVS is a computer service that enables the real-time digital verification a data subject's selfie photograph against the data subject's photograph with DOH.

40.2.   Access to the platform for purposes of FVS is customer branded via API.

40.3.   The use of the FVS through a mobile application records the geo-location during the verification process thereby linking the data subject to a location.

40.4.   Use of the FVS is expressly limited to obtaining photographic identity verifications. The customer may not use the FVS for any other purpose.

IDENTITY VERIFICATION SERVICES (IVS)

41.   Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

41.1.   DOH – South African Department of Home Affairs, which is a source;

41.2.   IVS – the company's identity verification service.

42.   Commencement of IVS
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

42.1.   These terms of use will be deemed to be incorporated into the agreement; and

42.2.   The customer will make the IVS available to users either as a customer branded service via API and/or a Easy Debit-branded portal as indicated on the master agreement associated with the terms of use.

43.   IVS

43.1.   IVS is a computer service that enables the digital verification a data subject's identity in real-time. The IVS allows the data subject's identity number to be matched to an identity photograph from the DOH.

43.2.   Access to the platform for purposes of IVS is either via customer branded integration using API or Easy Debit branded portal.

43.3.   Use of the IVS is expressly limited to obtaining data subject identity verifications. The customer may not use the IVS for any other purpose.

CONTACT VERIFICATION SERVICES (CVS)

44.   Definitions
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

44.1.   Bureaus – credit bureau partners, who are a source;

44.2.   CVS – the company's contact verification service.

45.   Commencement of CVS
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

45.1.   These terms of use will be deemed to be incorporated into the agreement; and

45.2.   The customer will make the CVS available to users either as a customer branded service via API and/or a Easy Debit-branded portal as indicated on the master agreement associated with the terms of use.

46.   CVS

46.1.   CVS is a computer service that enables the digital verification a data subject's contact information in real-time using data retrieved from various bureaus. The CVS allows the data subject's known residential addresses, contact numbers, and email addresses to be retrieved based on the data subject's identity number.

46.2.   Access to the platform for purposes of CVS is either customer branded via API integration or Easy Debit branded portal.

46.3.   Use of the CVS is expressly limited to obtaining data subject contact information. The customer may not use the CVS for any other purpose.

47.   Limitation of liability

47.1.   The customer acknowledges that the contact information retrieved from the bureau's may contain multiple residential addresses, mobile and contact numbers and email addresses for the data subject all of which is based on data provided by the data subject while being credit active (meaning that the data subject has sought credit or made application for service which required the sharing of such data with the bureau's). As such the information may not always be accurate or current in instances where the data subject has not been credit active for a period of time or has not been required to provide updated information during any application processes processed by the bureau's. The company shall not be held liable for the accuracy and completeness of the CVS information returned.

STRIKE DATE OPTIMISATION (SDO)

48.   Definitions
          Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

48.1.   Bureaus – credit bureau partners, who are a source;

48.2.   SDO – the company's strike date optimisation service.

49.   Commencement of SDO
          Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

49.1.   These terms of use will be deemed to be incorporated into the agreement; and

49.2.   The customer will make the SDO available to users either via integrated API customer branded service and/or a Easy Debit-branded portal as indicated on the master agreement associated with the terms of use.

50.   SDO

50.1.   SDO is a computer service that enables the most optimal dates on which to debit a data subject's bank account by means of EFT or DebiCheck collection. The SDO service returns up to three (3) days on which collections have the highest probability of collection and is retrieved based on the data subject's identity number.

50.2.   Access to the platform for purposes of SDO service is either customer branded via API integration or Easy Debit branded portal.

50.3.   Use of the SDO service is expressly limited to obtaining data subject suggested strike date information. The customer may not use the SDO service for any other purpose.

51.   Limitation of liability
          The customer acknowledges that the SDO service information is based on payment information sourced from the bureau's and uses a proprietary algorithm to calculate the optimal strike dates based on the bureau data. In instances where the data subject has never been credit active or has limited credit activity, result data may not be returned. The company does not guarantee that every enquiry shall return a result or full result for the SDO service and the company shall not be held liable for the accuracy and completeness of the SDO service information returned

CREDIT SCORE SERVICE (CSS)

52.   Definitions
          Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

52.1.   Bureaus – credit bureau partners, who are a source;

52.2.   CSS – the company's credit score service.

53.   Commencement of CSS
          Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

53.1.   These terms of use will be deemed to be incorporated into the agreement; and

53.2.   The customer will make the CSS available to users via integrated API customer branded service as indicated on the master agreement associated with the terms of use.

54.   CSS

54.1.   CSS is a computer service that retrieves a bureau credit score and rating for a data subject based on the data subject's identity number.

54.2.   Access to the platform for purposes of the CSS is customer branded via API integration.

54.3.   Use of the CSS is expressly limited to obtaining the data subject's credit score and rating. The customer may not use the CSS for any other purpose.

54.4.   The customer warrants and undertakes to obtain the consent of the data subject for each CSS request made to the company. The consent must be stored by the customer and the customer agrees to make the consent records available to the company for NCR audit purposes. The customer further warrants that CSS data will be used for the purposes which it was collected in accordance with POPIA.

54.5.   The company will notify the customer which bureau has provided the CSS data and the customer agrees to inform the data subject which bureau was used to source the data in accordance with NCR requirements.

54.6.   The customer system will receive the CSS data but may not store the data for more than 72 (seventy-two) hours and the customer agrees to delete copies of the data thereafter.

54.7.   The company will host the credit scores on its server for 72 (seventy-two) hours after receipt thereof from the applicable source, where after the credit scores and all copies thereof will be automatically deleted.

55. **Limitation of liability**

55.1. The customer acknowledges that the CSS information is based on credit information sourced from the bureau's and that the information is fluid and can result in changing scores within short periods of time. The company will not be held liable for decisions made by the customer based on the credit score provided. The company will also not be held liable in the event that the company fails to delete credit score data from its systems as per 56.6 or where the company fails to obtain consent from the data subject to perform a CSS request as per 56.4.

56. The customer hereby agrees to use the credit score service in strict accordance with the requirements of the NCR and the conditions contained in the Easy Debit data use agreement in appendix a.

CREDIT REPORT SERVICE (CRS)

57. **Definitions**
Any term defined in the agreement to which these terms of use are annexed will have a similar meaning in these terms of use, and unless the context dictates otherwise, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:

57.1. Bureaus – credit bureau partners, who are a source;

57.2. CRS – the company's credit report service.

58. **Commencement of CRS**
Notwithstanding the date upon which the last party hereto signs these terms of use, with effect from the commencement date specified herein:

58.1. These terms of use will be deemed to be incorporated into the agreement; and

58.2. The customer will make the CRS available to users via manual batch request.

59. **CRS**

59.1. CRS is a manual batch service that retrieves a bureau consumer credit report for a data subject based on the data subject's identity number.

59.2. Access to the platform for purposes of the CRS is by sftp batch file upload

59.3. Use of the CRS is expressly limited to obtaining the data subject's consumer credit report. The customer may not use the CRS for any other purpose.

59.4. The customer warrants and undertakes to obtain the consent of the data subject for each CRS request made to the company. The consent must be stored by the customer and the customer agrees to make the consent records available to the company for NCR audit purposes.

59.5. The company will notify the customer which bureau has provided the CRS data and the customer agrees to inform the data subject which bureau was used to source the data in accordance with NCR requirements.

59.6. The customer system will receive the CRS data but may not store the data for more than 72 (seventy two) hours and the customer agrees to delete copies of the data thereafter.

59.7. The company will host the credit report data on its server for 72 (seventy-two) hours after receipt thereof from the applicable source, where after the credit report data and all copies thereof will be automatically deleted.

60. **Limitation of liability**

60.1. The customer acknowledges that the CRS information is based on credit information sourced from the bureau's and that the information is fluid and can result in changing scores and data within short periods of time. The company will not be held liable for decisions made by the customer based on the credit report provided. The company will also not be held liable in the event that the company fails to delete credit report data from its systems as per 61.6 or where the company fails to obtain consent from the data subject to perform a CRS request as per 61.4.

61. The customer hereby agrees to use the credit report service in strict accordance with the requirements of the NCR and the conditions contained in the Easy Debit data use agreement in Appendix A.

API TERMS

62. **API and content description**
Licensee desires to license certain of Easy Debit's ("company") application programming interfaces and their associated tools and documentation, ("APIs"), that are designed to permit licensee to receive data and content ("content") from company's proprietary database so that licensee can create an application or service or enhance an existing application or service (licensee's "application").

63. **API and content license**
Subject to the terms and conditions of this agreement, company grants licensee a limited, non-exclusive, non-sublicensable, non- transferable, non-assignable license under company's intellectual property rights during the term of this agreement

63.1. To use the APIs to develop, test, and support the application;

63.2. To distribute or allow access to licensee's integration of the APIs within the application to end users of the application; and

63.3. To display the content received from the APIs within the application.
Licensee has no right to distribute or allow access to the stand alone APIs

64. **Developer documentation**
Licensee's use of the APIs and display of the content must comply with the technical documentation, usage guidelines call volume limits, and other documentation ("developer documentation") maintained by the company. Company may consent in writing (email acceptable) to increase the call volume limits, in which case such increased limits shall apply unless and until company revokes such consent (email acceptable). In the event of any conflict between the developer documentation and this agreement, this agreement shall control.

65.   Restrictions
Except as expressly and unambiguously authorized under this agreement or by company in writing, licensee shall not

65.1.   Disclose or provide the APIs to any person or entity other than to licensee's employees or independent contractors who are individuals, provided

65.1.1.   Such independent contractors enter into an agreement with licensee at least as protective of company's rights as this agreement, and

65.1.2.   Licensee hereby agree to be responsible for, and liable to company for, any breaches of such agreements by licensee's independent contractors,

65.2.   Use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this agreement or the developer documentation, or breach any laws or regulations, or violate the rights of third parties;

65.3.   Remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials licensee receive or access pursuant to this agreement, including but not limited to, the APIs, the developer documentation, and the content;

65.4.   Charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to the content or licensee's integration of the APIs in the application;

65.5.   Advertise the product or services of company's competitors in the application;

65.6.   Sell, lease, share, transfer, sublicense or fail to protect the confidentiality of any content obtained through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising monetization-related party;

65.7.   Use the APIs in a manner that, as determined by company in its sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the developer documentation;

65.8.   Use the APIs in an application that competes with products or services offered by company;

65.9.   Use the APIs in conjunction with, or combine content from the APIs with, company content obtained through scrAPIng or any other means outside the official company APIs;

65.10.   Interfere with or disrupt company services or servers or networks connected to company services, or disobey any requirements, procedures, policies or regulations of networks connected to company services, or transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through your use of the APIs; or

65.11.   Copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, content, company's website other content or services, or any of our other services, through automated or other means.

This agreement does not include any right for licensee to use any trademark, service mark, trade name or any other mark of company or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth herein. If licensee violates any of the foregoing restrictions, company shall own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in while or in part, using the API. Licensee hereby agrees to make all assignments necessary to accomplish the foregoing ownership.

66.   Proprietary rights
As between the parties, company owns all rights, title, and interest in and to the APIs and to all output and executables of the APIs, and, subject to the foregoing, licensee owns all rights, title, and interest in and to the application. Except to the limited extent expressly provided in this agreement, neither party grants, and the other party shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

67.   Availability
The company will provide access to the APIs on an 'as is' basis. The company does not warrant that the APIs will be uninterrupted, timely, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from using the APIs. Subject to the foregoing, the company will use its reasonable endeavors to prevent interruption to the access to the APIs as is reasonably practicable for it to do so. The company reserves the right to limit access to and/or use any API by various means and using various criteria.

68.   Fees
Licensee shall pay the fees set forth in the service and/or order form, or if no such form is entered into, licensee shall access company's APIs at no charge for user acceptance testing purposes only. All fees shall be non-refundable, and payable in South African Rand on the date they come due. Fees will be payable in the manner specified by company. Company may disable API or platform access in the event of a failure to pay.

69.   Support
Licensee agrees to report to company any errors or difficulties discovered and the characteristic conditions and symptoms of such errors and difficulties. Company is in no way obligated to provide licensee with any error correction or support but may provide whatever error correction and/or support services company may determine in its sole discretion (and anything it provides in connection therewith will be deemed part of the API).

70.   Interoperability
Licensee shall endeavor to inform company with respect to the interoperability and compatibility of licensee's products with company's management systems as contemplated herein, and any issues or problems with respect thereto; licensee will use its best efforts to achieve full interoperability and compatibility.

71. Confidentiality

The API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes company's confidential information ("confidential information"). Licensee hereby agrees

71.1. To hold the confidential information in confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions the licensee employs with respect to its own confidential materials),

71.2. Not to divulge any confidential information to any third person (except consultants, subject to the conditions stated below),

71.3. Not to use any confidential information except for the purposes set forth in this agreement, and

71.4. Not to copy or reverse engineer any confidential information.

Any employee or consultant given access to the confidential information must have a legitimate "need to know" and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the company's confidential information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

72. Indemnity

Licensee agrees that company shall have no liability whatsoever for

72.1. Any use licensee makes of the API or

72.2. Licensee's application.

Licensee shall indemnify and hold harmless company from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from (i) or (ii).

73. Warranty disclaimer

The parties acknowledge that the API, content and any services are provided "as is." Except for bodily injury, company and its licensors disclaim all warranties relating to the API or any services, express or implied, including, but not limited to, any warranties against infringement of third-party rights, merchantability and fitness for a particular purpose.

74. Limitation of liability

Company and its licensors shall not be responsible or liable with respect to any subject matter of this agreement or the terms and conditions related thereto under any contract, negligence, strict liability or other theory

74.1. For loss or inaccuracy of data or cost of procurement of substitute goods, services or technology, or

74.2. For any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits or

74.3. For any amount in the aggregate of the amount paid or payable by licensee.

Company and its licensors shall not be responsible for any matter beyond its reasonable control.

75. Termination

This agreement shall continue until terminated as set forth in this section or for the term set forth in the applicable services or order form entered into by the parties. Either party may terminate this agreement at any time. Any termination of this agreement shall also terminate the licenses granted hereunder. Upon termination of this agreement for any reason, licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of company's confidential information and shall so certify to company that such actions have occurred. Sections 4, 5 and 10 through 17 (and any accrued rights to payment) shall survive termination of this agreement.

76. Security

Both parties will:

76.1. Be responsible for the security of its own system;

76.2. Not knowingly transmit any malware through the use of the APIs or introduce malware into any data or message sent to the other party or into the other party's system;

76.3. Use commercially available and current scanning tools (in line with good industry practice) to scan for malware.

On request from the company, the licensee will provide information evidencing its compliance with this clause and provisions of the protection of personal information act (POPIA).

On the occurrence of a security breach, the licensee must notify the company as soon as reasonably practicable and in any case within forty-eight (48) hours of the licensee becoming aware of the security breach and provide the company with all the information it has available to it regarding the data affected by the security breach.

77. General

This agreement shall be governed by and construed under the laws of the republic of South Africa. All disputes arising in connection with this agreement shall be subject to the sole and exclusive jurisdiction and venue of the South African courts. The prevailing party in any action arising out of this agreement shall be entitled to an award of its costs and attorneys' fees. No waiver of rights under this agreement by either party shall constitute a subsequent waiver of any right under this agreement and all waivers must be in writing. In the event that any term of this agreement is held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Licensee may not assign or transfer this agreement (or any part hereof) without the prior written consent of company. Company shall have the right to freely assign or otherwise transfer this agreement (in whole or part). All notices required or permitted under this agreement will be in writing and will be sent (i) if to company: compliance@easydebit.co.za , and if licensee: such email address as licensee provides to company on registering for the API(or, in either case, such other address as a party may designate in writing). This

agreement is the complete agreement between the parties hereto concerning the subject matter of this agreement and replaces any prior oral or written communications between the parties with respect thereto. This agreement may only be modified by a written document executed by the parties hereto.

GENERAL TERMS

78.   Fees

The customer will pay the fees for services as contemplated in Annexure "A" of the agreement or as otherwise agreed by the parties in writing.

APPENDIX A – DATA USE AGREEMENT

This agreement is applicable only to NCR regulated services including but not limited to credit score service and credit report service.

This data agreement forms part of an agreement for the provision of services ("terms of us") undertaken between us and you.

Where applicable, your continued use of the information shall constitute deemed acceptance of the terms of this data agreement.

1.   Definitions

In this data agreement the following words or phrases shall have the meanings as set out below:

1.1.   "act" means the national credit act, 34 of 2005 and any regulations made thereto (as amended from time to time);

1.2.   "consumer credit information" shall bear the meaning as set out in section 70(1)(a) – (d) of the act, regulation 18(6), and shall include the consumer information supplied as part of the services as well as the meaning that has been assigned to it in terms hereof;

1.3.   "credit regulatory framework" means all legislation and law applicable to credit bureau, credit providers, consumer credit information, consumer and personal information and contactability information including the act, regulations and requirements of the credit bureau association, credit ombud, the South African Credit and Risk Reporting Association as well as the protection of personal information act and any other legislation that may be enacted in future;

1.4.   "intellectual property" includes without limitation, all trademarks, service marks (whether registered or unregistered), copyright (including all copyright in and to the website and the database and all computer programmes associated therewith), patents, know- how, confidential information including methods, manuals, specifications, technical information and data relating to the services application and to the payment profile credit bureau and other proprietary rights whether existing now or in the future throughout the world and specifically includes the scoring variables, scoring processes, and the look and feel, design and lay-out of the reports;

1.5.   "payment profile credit bureau" means the registered credit bureau who are authorised by the NCR to retain payment profile information and other consumer credit information

on its database, from whom we obtain our consumer credit information for the purpose of on-selling it to you. This includes, but is not limited to TransUnion, Experian, XDS, CPB and VeriCredit;

1.6.   "payment profile information" means the payment history and financial information relating to a debt or credit transaction, including relevant payment dates, both negative and positive information and/or signs depicting action taken in respect of such debt or credit transaction;

1.7.   "prescribed purpose" means the specified purpose for which you are entitled to use the consumer credit information as allowed for in regulation 18(4), 23a and the credit regulatory framework as well as the purpose for which you may use the consumer credit information requested. Please refer to schedule a for a list of the prescribed purposes supported by the RCB, and to the master agreement for the data usage purposes selected by you.

1.8.   "RCB" means the reseller credit bureau, which is Easy Debit consulting (Pty) Ltd, a registered reseller credit bureau with the NCR with NCR registration number NCRCB52, also referred to "us", "our" or "we" in this agreement.

1.9.   "reports" is the credit report or credit score provided you in terms of the services;

1.10.   "services" means the on-line service in terms of which consumer credit information that has been collected from the payment profile credit bureau is made available to you through your website, interfaces, applications or similar platforms relating to the credit worthiness of a consumer;

1.11.   "subscriber" means you or the entity that you work for which entered into a subscriber agreement with the RCB in which the RCB renders services to the subscriber as described herein.

2.   Your access to and use of the creditors information

2.1.   Data access and use.

2.1.1.   You will access and use the consumer credit information only as permitted in terms of the credit regulatory framework and with the consumer's consent where required;

2.1.2.   You will comply with all legislation applicable to your business, specifically the credit regulatory framework;

2.1.3.   You will use consumer credit information for a prescribed purpose or such other purpose that may be permitted in terms of the credit regulatory framework;

2.1.4.   Prior to requesting and accessing consumer credit information, including accessing the information for the purpose of risk assessment and sharing payment profiles with credit providers, you will comply with the requirements of the credit regulatory framework, specifically obtaining consent from the consumer as and when required;

2.1.5.   You will ensure that you obtain the necessary consent from the consumer when required;

2.1.6.   You will adhere to all the relevant sections of the act, together with any regulations issued in terms thereof, where you are provided with any data in terms of this agreement for the purpose of providing debt counselling services;

2.1.7. You will comply and implement the regulatory requirements in terms of all relevant legislation (including the credit regulatory framework), as and when amended and enacted;

2.1.8. You further agree to co-operate with us and the payment profile credit bureau to assist us and them to meet the requirements of the credit regulatory;

2.1.9. You explicitly confirm that you will not access any consumer credit information for the purpose of marketing to consumers;

2.1.10. If you are a consumer and the report is provided directly to you, you hereby consent that we may obtain the report on your behalf and deliver it directly to you in the manner and form authorised by you, which may include to email, SMS or WhatsApp the report directly to you or to provide you with access to our online platform where you may obtain your report.

2.2. No re-selling. You will not on-sell any consumer credit information to any third party.

2.3. Access to payment profile information. Where you or the subscriber is a person as set out in regulation 18(7)(b) to (g) of the act and require access to a report containing payment profile information, you hereby confirm that you comply with the guideline issued to credit bureau and credit providers in accordance with regulation 19(13), in that you provide the payment profile information in your possession to the payment profile credit bureau through the South African Credit and Risk Reporting Association's data transmission hub.

2.4. Data disputes. We are a registered RCB and a data subscriber of a payment profile credit bureau therefore, if any of the information contained in the credit report is incorrect, outdated or unfair, you may log a dispute with the payment profile credit bureau via their website or call centre, which information is provided on the credit report.

2.4.1. When you contact their call centre, you will be supplied with a reference number. You will be requested to submit certain documentation to verify your identity and in support of your dispute.

2.4.2. Allow 20 (twenty) business days for the payment profile credit bureau to resolve your dispute or query. During this time, they will contact the supplier of the disputed data for further information and evidence relating to the data. The information being disputed will be removed from display during the 20-business day investigation period. If, at the end of this period, the payment profile credit bureau does not receive credible evidence from the supplier to support the data, the dispute will be resolved in your favour.

2.4.3. If you are dissatisfied with the outcome, please contact the credit ombud on either 086 166 2837, ombud@creditombud.org.za or at www.creditombud.org.za for further assistance, bearing in mind that their services are free to consumers. Remember to provide your dispute reference number in order for the credit ombud to assist you.

2.4.4. You may only also contact the national credit regulator on 087 234 7822 or complaints@ncr.org.za should you have any further complaints.

2.5. Completeness of data. We obtain the consumer credit information from a payment profile credit bureau registered with the NCR and cannot and do not guarantee the accuracy or completeness of the services and consumer credit information. You accordingly acknowledge that you are responsible for the risk with respect to the quality and performance and reliance that you place on the consumer credit information and you shall further bear all risk in connection with your use of the services.

2.6. Errors. The service may contain technical and typographic errors and you acknowledge that neither us, our third-party suppliers or agents, nor the payment profile credit bureau shall be liable for any liability for errors or omissions with respect to the services, regardless of the cause or the source of such error or omission.

2.7. Changes to content. You acknowledge and agree that as the services are continually being amended and updated by us, we may from time to time, and in our sole discretion, change the content or the format of the services and the location of delivery, in order to improve its operation and efficiency.

2.8. Security. We and the payment profile credit bureau will utilise our best efforts to maintain the security of the database. You acknowledge and agree that no damages can be attributed to us or the payment profile credit bureau by virtue of a breach of security on applications provided by us or them. You further agree to comply with and shall ensure that all your employees, representatives, sub-contractors and agents abide by our policies, processes and standards in force from time to time, provided that such policies have been made available to you. The parties shall immediately bring to the attention of the other party any breach or attempted breach of security of which it becomes aware.

2.9. Services. It is your responsibility, at your own cost to maintain the data and telecommunications lines for purposes of receiving and accessing the consumer credit information.

2.10. Data retention. You acknowledge and take notice that we are only allowed to retain the consumer credit information on our servers and databases for a maximum of 72 hours, after which it will be deleted. Where available, we will be able to retain a reference number of the report which can be requested again from the payment profile credit bureau, which may incur additional costs. We therefore recommend, which recommendation you accept, that you download and retain the report on your own computer or similar device should you require to access the report again.

2.11. Data transfers. You may only transfer consumer credit information to persons who are authorised to receive, view and/or access the consumer credit information. You are specifically prohibited from transferring the consumer credit information to any unauthorised person. Should you abuse your access to the consumer credit information we may immediately revoke your access to the consumer credit information.

2.12. Compliance assessment.

2.12.1. We or our authorised representative, reserves the right to

perform regular compliance assessments, pertaining to all consumer credit information provided by us to you, on our systems, procedures and contracts in so far as compliance with the terms of this agreement is concerned.

2.12.2.   We shall be entitled to conduct a compliance assessment, either off-site or at your premises to determine whether you conform to the restrictions governing the use of the consumer credit information, whether you use the services for a lawful purpose, whether you have the necessary consent and whether you comply with its duties in terms of this data agreement and the credit regulatory framework.

2.12.3.   You undertake to, within 1 (one) month of acceptance of this data agreement to implement an effective audit trail for each and every transaction in respect of the services and will make such audit trail available to us within 14 (fourteen) days upon request thereof from us.

2.13.   Employment certifications. Where you access the consumer credit information for the purpose of considering a candidate for employment in a position that requires honesty in dealing with cash or finances, you hereby warrant, agree and certify to us that:

2.13.1.   You are in the service of the subscriber and the facts contained herein, are within your direct and personal knowledge.

2.13.2.   You and the subscriber complies with the provisions and regulations of the NCA applicable to its activities and have been complying with it since it was amended and/or inserted into the NCA.

2.13.3.   You and the subscriber certifies that it will access the information from us as stipulated in this data agreement.

2.13.4.   Specifically, where it relates to the prescribed purpose of considering a candidate for employment in a position that requires honesty in dealing with cash or finances:

2.13.4.1. You and the subscriber hereby certifies that it obtains the required consumer consent (which may be electronically), before the credit records are requested from us (regulation 18(5)) and that you will provide us with such consent prior to accessing the consumer's credit profile; and

2.13.4.2. For any and all requests for consumer credit records for the prescribed purpose as set out in regulation 18(4)(c) from us, you and the subscriber hereby further certifies that the position relates to a position requiring honesty in dealing with (i) cash or (ii) finances and that the job descriptions of such positions are clearly outlined by the subscriber (regulation 19(12)) and that you will provide us with such job description prior to accessing the consumer's credit profile.

2.13.5.   You further agree that we may make inquiries to confirm any information provided by you and that we may verify the information and obtain additional information from any registered credit bureau, which may include us to request you or the subscriber to provide us with the consumer consent, this certification and the job description of the position the consumer applied for within a reasonable time.

2.13.6.   You lastly warrant that all information supplied to us is to the best of your knowledge true and correct, that you are not aware of any other information that would affect the credit application

of the consumer in any way and that you are authorised to accept this terms and conditions.

3.   Indemnity

3.1.   You acknowledge that you have knowledge of the relevant statutory requirements applicable to the consumer credit information and the services and that you agree to comply therewith and to perform your duties and responsibilities as set out in this data agreement:

3.1.1.   You agree to protect, defend, indemnify and hold harmless us and all our subsidiaries, holding company, officers, employees, agents and representatives, including those of the payment profile credit bureau against all actual or contingent liabilities, damage, losses, demands, legal proceedings, costs, fees, compensations, expenses and claims whatsoever arising out of, or resulting from, or in connection with claims by regulators, governmental authorities, or others for non-compliance by you of any legislations, regulation or code, provided that compliance was required in terms thereof.

3.1.2.   Without limiting the aforegoing, you further indemnify and hold us and the payment profile credit bureau harmless from and against any damage, losses and liabilities howsoever suffered as a result of:

3.1.2.1. You breaching any obligations or warranties made by us or the payment profile credit bureau;

3.1.2.2. Any breach of the terms of this data agreement by you and/ or your employees, and specifically any contravention of the clauses pertaining to your access and use of the consumer credit information; and

3.1.2.3. Release of the consumer credit information to a third party.

3.2.   You hereby indemnify us and/or the payment profile credit bureau against any and all liability arising from:

3.2.1.   The use and disclosure of information procured from us and/or the payment profile credit bureau;

3.2.2.   Non-compliance of all and any applicable legislation or other requirements imposed by any statutory body, including the rules of the credit regulatory framework;

3.2.3.   The misuse or negligent use of the consumer credit information procured from us and/or the payment profile credit bureau outside of the prescribed purpose.

3.3.   We indemnify and hold you harmless against liability to a third party arising from the gross negligence of us and/or which relates to a violation by us of any third party's intellectual property arising as a result of the provision of the services.

4.   Intellectual property rights

4.1.   The parties agree that all intellectual property belonging to a party prior to entering into this data agreement shall remain vested in that party.

4.2.   You expressly acknowledge that:

4.2.1.   The intellectual property rights belong to us or the payment profile credit bureau and/or its licensors and agents and include any applications or renewals of such rights and are protected by intellectual property laws;

4.2.2. The compilation of such intellectual property is also the exclusive property of us or the payment profile credit bureau, as the case may be, and is likewise protected by South African and international copyright laws. The name of the payment profile credit bureau and the payment profile credit bureau's logo are registered trademarks of the payment profile credit bureau and its affiliated companies and may not be used in any manner without the payment profile credit bureau's permission; and

4.2.3. The intellectual property rights remain the exclusive property of the payment profile credit bureau and nothing in this agreement intends to transfer any intellectual property rights to you.

4.3. You accordingly agree to:

4.3.1. Take reasonable precautions to avoid unauthorised access to the deliverables or distribution of the consumer credit information;

4.3.2. Protect the copyright and/or any other proprietary rights of us and the payment profile credit bureau including, but not limited to, any contractual and common law rights during and after the term of this data agreement;

4.3.3. Comply with all reasonable requests made by us or the payment profile credit bureau to protect its rights and intellectual property; and

4.3.4. Not remove, alter, cover or obscure any confidentiality, trade secret, proprietary or other copyright notices, trademarks or other proprietary or identifying marks or designations from any component of deliverables, nor permit others to take any of the aforesaid actions.

5. **Limitation of liability**

5.1. We, our shareholders, consultants and employees will not be liable for any damages sustained by you, including indirect, incidental, special, consequential or punitive damages. Without affecting the aforegoing, we shall not be liable, and hereby disclaim all liability for:

5.1.1. Any interruption, malfunction, downtime or other failure of the services for whatever reason;

5.1.2. Any interruption, malfunction, downtime or other failure of the goods or services provided by third parties, including, without limitation, Telkom, internet service providers, Eskom and other electricity suppliers or local authorities; or

5.1.3. An event of force majeure or any other event over which we have no direct control.

5.2. We shall not be liable, and hereby disclaim all liability for the accuracy of the consumer credit information.

5.3. Nothing in this data agreement shall be construed as us providing you or any third party with a guarantee against loss, liability, injury or damages. To the maximum extent permitted by applicable law we disclaim all other guarantees and conditions not expressly given.

5.4. Notwithstanding the provisions of this clause, in the event that we are found to be liable to you for any amount, our liability shall not exceed those amounts paid by you to us in terms of the subscriber agreement for the specific services during a period of 3 (three) months preceding the instance from which such liability arose.

5.5. It is further expressly recorded that we shall not be liable for any prosecution of you in the event that it makes use of the consumer credit information in contravention of any applicable law.

6. **Compliance**

6.1. You shall, in connection with the use of the consumer credit information, comply with all legislation, regulations, and other rules having equivalent force and which are applicable to it, including the protection of personal information act. To the extent that the information comprises of personal and/or confidential information specifically protected by any law, you warrant that you will not use or process that information in any manner that would have the effect of breaching the legal rights of the person to whom it relates. You agree to assist us and the payment profile credit bureau with any investigations regarding adherence to the requirements of this data agreement and will supply all reasonable requested information within 2 business days or such time agreed to between the parties.

7. **Termination**

7.1. This data agreement shall terminate on expiry of the subscriber agreement. Termination of this data agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.

8. **General**

8.1. You may not cede, assign, transfer, charge, or deal in any other manner with this data agreement or any rights pertaining to or afforded in terms of this data agreement.

8.2. If any other part of the subscriber agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect this data agreement and to the furthest extent possible, this data agreement shall remain in full force and effect. The provisions of this data agreement are severable from each other and should any part be held invalid or unenforceable, the remaining provisions shall continue to have effect.

8.3. If we or the payment profile credit bureau fail to exercise a right or remedy that it has or which arises in relation to this data agreement, such failure shall not prevent us or them from exercising that right or remedy subsequently in respect of that or any other incident. A waiver of any breach or provision of this data agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this data agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this data agreement. Variations of this data agreement shall not be effective unless recorded in writing and signed by the parties; bearing in mind that variations in electronic form shall not count as variations recorded in writing.

SCHEDULE A

In terms of section 70(2)(g) consumer credit information may only be reported for prescribed purposes or purposes contemplated in the act or with consumer consent.

Prescribed or contemplated purpose:		Consumer consent required:
Reg 18(4)(a)	An investigation into fraud, corruption or theft, provided that the South African police service or any other statutory enforcement agency conducts such an investigation	No
Reg 18(4)(b)	Fraud detection and fraud prevention services, provided that any subscriber performing these Services have been approved by the RCB	No
Reg 18(4)(c)	Considering a candidate for employment in a position that requires trust and honesty and entails the handling of cash or finances by an employment agency or employer	Yes
Reg 18(4)(d)	an assessment of the debtors book of a business for the purposes of: the sale of the business or debtors book of that business; or any other transaction that is dependent upon determining the value of the business or Debtors book of that business	No
Reg 18(4)(e)	Setting a limit of in respect of the supply of goods, services or utilities	Yes
Reg 18(4)(f)	Assessing an application for insurance by an insurance company	Yes
Reg 18(4)(g)	Verifying educational qualifications and employment by an employment agency or employer	Yes
Reg 18(4)(h)	Obtaining consumer information to distribute unclaimed funds, including pension funds and Insurance claims by an insurance company or its agent	No
Reg 18(4)(i)	Tracing a consumer by a credit provider (or agent) in respect of a credit agreement entered into between the consumer and the credit provider. Tracing a consumer by non-credit collectors requires consumer consent (note: select "other – reg 18(6)(d)")	No
Reg 18(4)(j)	Developing a credit scoring system by a credit provider or credit bureau	No
Sec 68(1)(b)(ii) (aa) Reg 18(6)(d)	As directed by the instruction of the consumer or prospective consumer Any other purpose not related to and not intended for the purpose of providing consumer credit	Yes
Reg 23a	Conducting an affordability assessment by a credit provider, excluding incidental credit providers and education institutions. All non-registered credit providers requires consent (note: select "other – reg 18(6)(d)")	No
Reg 24(1)(b) (vii)	Application for debt review by debt counsellor	Yes
Sec 134	Alternative dispute resolution by alternative dispute resolution agent	Yes
Sec 72(1)(b)	Enquiries by or on behalf of the consumer - paid personal credit report	Yes
Contemplated Purpose	Account management (for existing base, may be positive or negative e.g. Credit worthiness Assessment) Ito a credit agreement by a credit provider, including incidental credit	Yes
Sec 81	Assess the debt re-payment history of a consumer under his or her credit agreements enquiries for credit assessment (credit assessment done at time of application) Ito a credit Agreement by a credit provider, including incidental credit	No
Sec 68(1)(b)(i)	Consumer credit information requested in terms of other national legislation by a person as Stated therein	Dependent on legislation