

## Terms and Conditions of Use

Welcome and thank you for accessing the services offered by the Credit Bureau. Please note that your use of the services is subject to the terms and conditions implemented by the Credit Bureau from time to time and that these terms and conditions may change from time to time in the sole discretion of the Credit Bureau.

Please familiarise yourself with these terms and conditions on a regular basis.

By using this access system and the services provided by the Credit Bureau, you signify your acceptance of these terms and conditions.

### Terms and Conditions:

#### 1. NCA

1.1. In terms of Section 62 of the National Credit Act (“**the Act**”), there are certain rights and obligations imposed upon credit bureau’s to ensure that consumer credit information and any other information is reported or released for the purposes prescribed by the Regulations published in terms of the Act or contemplated in the Act. The Act creates a right to confidential treatment of any confidential information received, compiled, retained and /or disclosed in accordance with the Act. The warranties set out in this document set out the strict measures, as imposed by the Act and the Regulations, which all subscribers are required to accept in order to access the Credit Bureau’s services.

#### 1.2. You warrant that:

1.2.1. You are entitled to request and receive consumer credit information for lawful purposes, subject to Section 62 of the National Credit Act (“NCA”) read with Regulations 18 (4) and 18(5), and for any other purpose that the Credit Bureau is lawfully entitled to disclose the consumer credit information held by it to you.

1.2.2. You will at all times comply with the requirements for the receipt, compilation and reporting of information as prescribed by the NCA and any other legislation.

1.2.3. You shall, when using the services of the Credit Bureau, have obtained all consents required by the Act.

1.2.4. You will give your consumers 20 (Twenty) business days’ notice of your intention to submit adverse consumer credit information in respect of the customer/consumers to the Credit Bureau.

1.2.5. You have taken reasonable steps to ensure that the information which you report to the Credit Bureau is accurate, up-to-date, relevant, complete, valid and not duplicated.

1.2.6. You will not submit consumer credit information in respect of a debt that has prescribed in terms of the Prescription Act 68 of 1969 to the Credit Bureau.

1.2.7. You do not and will not (unless lawfully entitled to do so, take an upfront fee to remove or clear a person’s name from the records of any credit bureau.

1.2.8. Any adverse consumer credit information submitted by you to the Credit Bureau does not form part of any dispute between you and your consumer.

1.2.9. You shall not, without the consent of the consumer, transmit Personal Information in respect of the consumer to the Credit Bureau and acknowledge and agree that the Credit Bureau may share such information with other registered credit providers and its customers for the purposes required or permitted by the Act.

1.2.10. Any information conveyed by you to the Credit Bureau may be used by the Credit Bureau in the normal course of its business as a registered credit bureau and may be accessed and used by other credit providers and customers of the Credit Bureau.

1.2.11. All users accessing the services of the Credit Bureau on your behalf have been duly authorized to do so by you.

1.2.12. You are aware that the Act imposes civil and criminal penalties, including fines and imprisonment against anyone who knowingly and wilfully reports or obtains confidential information and/or consumer credit information on a consumer from a credit bureau under false pretences and for purposes not permitted or contemplated by the Act.

#### Access:

2.1.1. Unless otherwise agreed in writing, the Credit Bureau reserves the right to modify, suspend, or discontinue access to the accessing system, any electronic platform or web – based or other electronic service delivery mechanism (collectively “access systems” ), whether temporary or permanently, without notice to you. The Credit Bureau may impose limited access or conditional access to any of the access systems on you at any time.

2.1.2. The Credit Bureau shall be entitled to intercept, block, filter, read, delete, disclose and use any communication sent or posted by you through the access systems.

2.1.3. You may only access and use the access systems or any of the information or materials provided to you through or by virtue of the access systems in a lawful manner and for lawful purposes.

2.1.4. You may not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to the access systems or any subsidiary pages of the access system at any time, nor may you use any of the information acquired by you through or by virtue of the access systems for the purpose of electronic clipping.

2.1.5. You undertake not to exploit or use the access systems in any unlawful manner or in a manner that violates any agreement which you may have concluded with the Credit Bureau.

2.1.6. You may not do anything to compromise the stability or security of the access systems including, *inter alia* delivering, sending or installing damaging code (including computer viruses) to or on the access systems or the server or network that supports the access systems. If you breach the provisions of this clause 2.1.6, you will, in addition to any criminal prosecution, be liable for all loss, liability, damages and expenses suffered by the Credit Bureau as a result of or arising from such breach and you specifically indemnify the Credit Bureau against such loss, liability, damages and expenses.

### **3 Intellectual Property Rights**

3.1.1. All elements of the access systems, including, *inter alia*, the general design, look and feel, logos and imagery, are protected by trade restrictions, trade mark law, copyright law and other laws relating to intellectual property rights.

3.1.2. You undertake not to copy reproduce, modify, reverse engineer, adapt, publish, sell, distribute or transmit the access systems or any intellectual property rights in the access systems to any third party.

3.1.3. The access systems and all related rights are the exclusive property of the Credit Bureau (or its subsidiaries or holding company or subsidiaries of its holding company) or its licensors, as the case may be.