

TERMS OF USE - SPECIFIC TERMS

Version: June 2026

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:

- 1.1. ACCOUNT – an individual bank account with a FINANCIAL INSTITUTION;
- 1.2. AVS – the COMPANY'S bank account verification service;
- 1.3. The COMPANY – Bitventure Consulting Pty Limited;
- 1.4. FINANCIAL INSTITUTION – a financial institution and/or bank registered as such under the laws of the RSA. FINANCIAL INSTITUTIONS are SOURCES as contemplated in clause 1.1 of the AGREEMENT.

2. COMMENCEMENT OF AVS

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:

- 2.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 2.2. The CUSTOMER will make the AVS available to USERS either via integrated API CUSTOMER BRANDED SERVICE and/or a THE COMPANY-BRANDED PORTAL as indicated on the MASTER AGREEMENT associated with the TERMS OF USE.

3. AVS

- 3.1. 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:
 - 3.1.1. 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
 - 3.1.2. providing a corresponding error code to the CUSTOMER due to invalid credentials or ACCOUNT and routing numbers from the CUSTOMER for an ACCOUNT.
- 3.2. Access to the PLATFORM for purposes of AVS is either via COMPANY BRANDED PORTAL or CUSTOMER BRANDED via API.
- 3.3. 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)

4. 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:

- 4.1. ACCOUNT – an individual bank account with a FINANCIAL INSTITUTION;
- 4.2. BSS – the COMPANY'S bank statement service;
- 4.3. The COMPANY – Bitventure Consulting Pty Limited
- 4.4. 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;

- 4.5. 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;
- 4.6. 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.

5. COMMENCEMENT

Notwithstanding the date upon which the last PARTY hereto signs these TERMS OF USE, with effect from the commencement date specified herein:

- 5.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 5.2. 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.

6. BSS

BSS is a digital service that enables the CUSTOMER to retrieve the DATA SUBJECT'S STATEMENTS directly from the applicable FINANCIAL INSTITUTION.

7. STATEMENTS

- 7.1. Use of the BSS is expressly limited to STATEMENTS from SOURCES.
- 7.2. The BSS will send the STATEMENTS directly to the CUSTOMER requesting same.
- 7.3. 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.
- 7.4. 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.

8. 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.

9. 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)

10. 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:

- 10.1. The COMPANY – Bitventure Consulting Pty Limited
- 10.2. DOH – South African Department of Home Affairs, which is a SOURCE;
- 10.3. BVS – the COMPANY'S fingerprint verification service.



11. 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:

- 11.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 11.2. The CUSTOMER will make the BVS available to USERS either as a CUSTOMER BRANDED SERVICE via API and/or a COMPANY - BRANDED PORTAL as indicated on the MASTER AGREEMENT associated with the TERMS OF USE.

12. BVS

- 12.1. BVS is a computer service that enables the real-time digital verification 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.
- 12.2. Access to the PLATFORM for purposes of BVS is either via the COMPANY BRANDED PORTAL or via CUSTOMER BRANDED API integration.
- 12.3. 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).
- 12.4. Use of the BVS is expressly limited to obtaining fingerprint verifications. The CUSTOMER may not use the BVS for any other purpose.
- 12.5. 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 have read the device care manuals.

CARD PAYMENTS SERVICES

13. INTERPRETATION OF DEFINITIONS

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have the corresponding meanings, namely:

- 13.1. "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;
- 13.2. "effective date" means the date on which the agreement is signed;
- 13.3. "the merchant" refers to the party contracting with COMPANY and includes officers, employees, agents and any other users of the services provided by COMPANY in terms of this contract;
- 13.4. "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;
- 13.5. "services" refers to the service selected by the Merchant in terms of the Deal Summary Sheet in the signed agreement;
- 13.6. "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;
- 13.7. "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 COMPANY

14. SERVICES – GENERAL TERMS AND CONDITIONS

- 14.1. The merchant hereby subscribes to the COMPANY 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.
- 14.2. The COMPANY 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.
- 14.3. All payments must be made in South African Rands and the merchant hereby authorizes The COMPANY 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 The COMPANY
- 14.4. In the event that the merchant wishes to amend the details of the nominated account, notification will be given to the COMPANY fourteen (14) days in advance, which notification shall be in writing.
- 14.5. If the merchant fails to make any payment on due date, the COMPANY 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 the COMPANY as a result of the merchant's failure to make any payment on the due date.
- 14.6. The COMPANY 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 The COMPANY in providing the services which is due to any factor beyond the control of The COMPANY 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.
- 14.7. In addition to the foregoing, The COMPANY 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.
- 14.8. The merchant will not be entitled to withhold payment of any amount payable in terms of this agreement to satisfy any claim against The COMPANY arising from this or any other agreement with The COMPANY, 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 The COMPANY in terms of this or any other agreement.
- 14.9. The COMPANY shall assist the merchant in applying for a merchant account with ABSA Bank. The merchant therefore agrees to provide The COMPANY 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 The COMPANY within three working days failing which The COMPANY shall hold the merchant for the full value of the equipment retained by the merchant
- 14.10. The merchant shall not hold The COMPANY responsible or liable in any way in the event that the merchant fails to secure a merchant account
- 14.11. The merchant understands that the services rendered by The COMPANY are reliant on independent external service providers 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 The COMPANY. The merchant therefore agrees not to hold The COMPANY liable for any losses or damages incurred as a result of the actions or omissions of such external service providers

- 14.12. The COMPANY reserves the right to report to the necessary banking institution or relevant law enforcement of any suspected fraudulent activities committed by the merchant or its employees in the use of the services provided by The COMPANY. The COMPANY shall not be held liable for any loss or damage resulting from such disclosures provided that the disclosures are not made maliciously by The COMPANY.
- 14.13. The software systems provided by The COMPANY are proprietary in nature to The COMPANY 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 The COMPANY and its software suppliers
- 14.14. The software systems provided by The COMPANY are proprietary in nature to The COMPANY 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 The COMPANY and its software suppliers
- 14.15. The COMPANY 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 The COMPANY and the merchant shall have no claim over such work

15. SERVICES - DEVICE TERMS AND CONDITIONS

- 15.1. The device is available on an outright purchase agreement or on 12-, 24- and 36-month rental terms. 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.
- 15.2. The device is equipped for both Wi-Fi and GSM connectivity, the merchant has the option to use simcards provided by The COMPANY at the stated monthly fee. The COMPANY will not be held liable for any network outages or any losses in profit thereof.
- 15.3. 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 The COMPANY with the Android Package Kit (APK) and The COMPANY will then load the software to the merchant's app store.
- 15.4. Device maintenance is included in the monthly rental amount, The COMPANY 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.
- 15.5. Device maintenance is included in the monthly rental amount, The COMPANY 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.
- 15.6. The merchant undertakes not to use the device as a conduit for any fraudulent transactions, The COMPANY reserves the right to report such fraudulent activities to relevant government and/or regulatory authorities.
- 15.7. The device is provided for the intended use, The COMPANY may assist with transaction reconciliation, however, the company is not obliged to provide such services.

16. THE MERCHANT'S OBLIGATIONS

- 16.1. 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 The COMPANY and holds it harmless against any claims by third

parties in respect of prohibited activities conducted by the merchant or its clients.

- 16.2. The merchant shall not take any steps or fail to take any steps which directly or indirectly impairs or precludes The COMPANY from being able to provide the services.
- 16.3. 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.

17. DURATION

- 17.1. 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.
- 17.2. It is specifically recorded that should the merchant default in making payment to The COMPANY for two consecutive months during the initial period of this agreement, that The COMPANY shall have the right to terminate this agreement with immediate effect.
- 17.3. 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 simcard contract.

18. WARRANTY FOR FITNESS

Save for those warranties expressly set out herein, The COMPANY 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 The COMPANY, 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.

19. LIMITATION OF LIABILITY

The COMPANY 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 The COMPANY or the merchant by any party arising directly or indirectly and specifically for:

- 19.1. 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 The COMPANY accordingly;
- 19.2. 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;
- 19.3. any losses, liabilities or damages incurred by the merchant due to the suspension of the contract of any services provided by The COMPANY;
- 19.4. 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;
- 19.5. any losses, damages or liability incurred by the merchant due to the fraudulent activities of the merchant and its employees or agents;
- 19.6. 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;



- 19.7. 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 The COMPANY rely.

20. BREACH

- 20.1. 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.
- 20.2. The COMPANY is entitled to interrupt the provision of the services to the merchant if the merchant is in default of any of its obligations to The COMPANY 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 The COMPANY, its servants, its agents or any other persons for whom it may be liable in law if The COMPANY interrupts the provision of the services to the merchant.
- 20.3. A certificate of indebtedness issued under the hand of any director or manager of The COMPANY, 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 The COMPANY.

21. 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 The COMPANY. The COMPANY 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.

22. 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:

- 22.1. no party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and
- 22.2. 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.

23. 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 The COMPANY consulting to, working for or being contracted by the merchant.

24. FORCE MAJEURE

- 24.1. 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.

- 24.2. 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.

- 24.3. 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 The COMPANY 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.

25. GOVERNING LAW

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

26. DOMICILIUM CITANDI ET EXECUTANDI

The Merchant choose as their domicilium citandi et executandi for all purposes under this agreement the address as set out on the first page of this agreement. The COMPANY Chooses as its domicilium citandi et executandi 58 Concorde East Road, Bedfordview, Gauteng South Africa. Either party may by notice to the other party change its domicilium citandi et executandi.

27. 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.

28. COMMENCEMENT

Notwithstanding the date upon which the last PARTY hereto signs these TERMS OF USE, with effect from the commencement date specified herein:

- 28.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 28.2. the COMPANY will make the DEBICHECK SERVICE available to the CUSTOMER either on a CUSTOMER-BRANDED basis or a THE COMPANY-BRANDED basis as indicated on the cover page of these TERMS OF USE.

29. CARD SERVICE

- 29.1. The CARD SERVICE enables a CUSTOMER to initiate a CARD TRANSACTION via a CARD DEVICE
- 29.2. The DEBICHECK SERVICE protects:
- 29.2.1. DEBTORS against unauthorised debits from their bank accounts; and
- 29.2.2. CREDITORS against valid COLLECTIONS being challenged as disputable transactions.



29.3. Mandates

- 29.3.1. 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.
- 29.3.2. 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.
- 29.3.3. 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.
- 29.3.4. The COMPANY will then communicate the AUTHORISED MANDATE or REJECTED MANDATE with the corresponding MANDATE REFERENCE NUMBER to the CREDITOR.

29.4. Collections

- 29.4.1. 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.
- 29.4.2. 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.
- 29.4.3. 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.

30. CHANNELS

- 30.1. The DEBICHECK SERVICE is available to CREDITORS via the following initiating channels:
- 30.1.1. web service;
- 30.1.2. user interface;
- 30.1.3. point of sale (POS) (mandates only);
- 30.2. 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:
- 30.3. USSD (Real-time) – TT1
- 30.4. 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.
- 30.5. USSD (Real-time delayed) TT1- delayed
- 30.6. This method sends a notification of the MANDATE to the DEBTOR'S mobile number and must be AUTHENTICATED before 9pm on the INITIATION DATE.
- 30.7. BATCH (TT2)
- 30.8. 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.
- 30.9. CARD AND PIN (TT3)
- 30.10. 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.
- 30.11. If a DEBTOR does not AUTHENTICATE a MANDATE within the applicable time frame, then the MANDATE will be automatically rejected.

- 30.12. COLLECTIONS are facilitated via an integrated solution, batch upload or user interface.
- 30.13. The COMPANY will advise the CREDITOR in writing if additional channels and/or communication methods are made available in the future.

31. RESPONSIBILITIES

31.1. The Creditor

The CREDITOR is responsible for:

- 31.1.1. capturing the relevant information on the MANDATE as per its contractual agreement with the DEBTOR; and/or
- 31.1.2. requesting a COLLECTION against an AUTHORISED MANDATE.

31.2. The Debtor

The DEBTOR is responsible for AUTHENTICATING the MANDATE and honoring the COLLECTION request.

31.3. The Company

- 31.4. The COMPANY is responsible for:
- 31.5. submitting the MANDATE for AUTHENTICATION as contemplated in clause 29.3; and/or
- 31.6. submitting the COLLECTION for processing as contemplated in clause 29.3.4.
- 31.7. 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.

32. 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)

33. 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:

- 33.1. ACQUIRING BANK – the FINANCIAL INSTITUTION at which the CREDITOR'S bank account is held;
- 33.2. AUTHORISED MANDATE – a MANDATE that has been authorised by the DEBTOR;
- 33.3. AUTHENTICATION – the authorization or rejection of a MANDATE by a DEBTOR;
- 33.4. COLLECTION – a pre-authorised payment mechanism in terms of which a DEBTOR'S bank account is debited in terms of an AUTHORISED MANDATE;
- 33.5. The COMPANY – Bitventure Consulting Pty Limited;
- 33.6. 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;
- 33.7. DEBICHECK SERVICE – the COMPANY'S bank account debit verification service;
- 33.8. 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;

- 33.9. FINANCIAL INSTITUTION – a financial institution and/or bank registered as such under the laws of the RSA;
- 33.10. INITIATION DATE – the date on which the COMPANY submits a MANDATE to the ACQUIRING BANK as instructed by the CREDITOR in the MANDATE;
- 33.11. ISSUING BANK – the FINANCIAL INSTITUTION at which the DEBTOR'S bank account is held;
- 33.12. 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;
- 33.13. MANDATE REFERENCE NUMBER – a reference number issued to an AUTHORISED MANDATE by the ISSUING BANK following the DEBTOR'S AUTHENTICATION of a MANDATE;
- 33.14. REJECTED MANDATE – a MANDATE that has been rejected by the DEBTOR.

34. COMMENCEMENT

Notwithstanding the date upon which the last PARTY hereto signs these TERMS OF USE, with effect from the commencement date specified herein:

- 34.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 34.2. the COMPANY will make the DEBICHECK SERVICE available to the CUSTOMER either on a CUSTOMER-BRANDED basis or a THE COMPANY-BRANDED basis as indicated on the cover page of these TERMS OF USE.

35. DEBICHECK SERVICE

- 35.1. 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.
- 35.2. The DEBICHECK SERVICE protects:
 - 35.2.1. DEBTORS against unauthorised debits from their bank accounts; and
 - 35.2.2. CREDITORS against valid COLLECTIONS being challenged as disputable transactions.
- 35.3. **Mandates**
- 35.4. 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.
- 35.5. 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.
- 35.6. 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.
- 35.7. The COMPANY will then communicate the AUTHORISED MANDATE or REJECTED MANDATE with the corresponding MANDATE REFERENCE NUMBER to the CREDITOR.
- 35.8. **Collections**
- 35.9. 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.
- 35.10. 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.
- 35.11. 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.

36. CHANNELS

- 36.1. The DEBICHECK SERVICE is available to CREDITORS via the following initiating channels:
- 36.2. web service;
- 36.3. user interface;
- 36.4. point of sale (POS) (mandates only);
- 36.5. 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:
- 36.6. USSD (Real-time) – TT1
- 36.7. 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.
- 36.8. USSD (Real-time delayed) TT1- delayed
- 36.9. This method sends a notification of the MANDATE to the DEBTOR'S mobile number and must be AUTHENTICATED before 9pm on the INITIATION DATE.
- 36.10. BATCH (TT2)
- 36.11. 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.
- 36.12. CARD AND PIN (TT3)
- 36.13. 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.
- 36.14. If a DEBTOR does not AUTHENTICATE a MANDATE within the applicable time frame, then the MANDATE will be automatically rejected.
- 36.15. COLLECTIONS are facilitated via an integrated solution, batch upload or user interface.
- 36.16. The COMPANY will advise the CREDITOR in writing if additional channels and/or communication methods are made available in the future.

37. RESPONSIBILITIES

- 37.1. **The Creditor**
- 37.2. The CREDITOR is responsible for:
 - 37.3. capturing the relevant information on the MANDATE as per its contractual agreement with the DEBTOR; and/or
 - 37.4. requesting a COLLECTION against an AUTHORISED MANDATE.
- 37.5. **The Debtor**
- 37.6. The DEBTOR is responsible for AUTHENTICATING the MANDATE and honoring the COLLECTION request.
- 37.7. **The Company**
- 37.8. The COMPANY is responsible for:
 - 37.9. submitting the MANDATE for AUTHENTICATION as contemplated in clause 29.3; and/or
 - 37.10. submitting the COLLECTION for processing as contemplated in clause 29.3.4.
- 37.11. 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.



38. 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)

39. 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:

- 39.1. The COMPANY – Bitventure Consulting Pty Limited;
- 39.2. DOH – South African Department of Home Affairs, which is a SOURCE;
- 39.3. FVS – the COMPANY'S facial verification service.

40. 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:

- 40.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 40.2. 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.

41. FVS

- 41.1. 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.
- 41.2. Access to the PLATFORM for purposes of FVS is CUSTOMER BRANDED via API.
- 41.3. 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.
- 41.4. 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)

42. 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:

- 42.1. The COMPANY – Bitventure Consulting Pty Limited;
- 42.2. DOH – South African Department of Home Affairs, which is a SOURCE;
- 42.3. IVS – the COMPANY'S identity verification service.

43. 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:

- 43.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and

- 43.2. The CUSTOMER will make the IVS available to USERS either as a CUSTOMER BRANDED SERVICE via API and/or a THE COMPANY-BRANDED PORTAL as indicated on the MASTER AGREEMENT associated with the TERMS OF USE.

44. IVS

- 44.1. 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.
- 44.2. Access to the PLATFORM for purposes of IVS is either via CUSTOMER BRANDED integration using API or THE COMPANY BRANDED PORTAL.
- 44.3. 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)

45. 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:

- 45.1. Bureaus – Credit Bureau Partners, who are a SOURCE;
- 45.2. The COMPANY – Bitventure Consulting Pty Limited;
- 45.3. CVS – the COMPANY'S contact verification service.

46. 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:

- 46.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 46.2. The CUSTOMER will make the CVS available to USERS either as a CUSTOMER BRANDED SERVICE via API and/or a THE COMPANY-BRANDED PORTAL as indicated on the MASTER AGREEMENT associated with the TERMS OF USE.

47. CVS

- 47.1. 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.
- 47.2. Access to the PLATFORM for purposes of CVS is either CUSTOMER BRANDED via API integration or THE COMPANY BRANDED PORTAL.
- 47.3. Use of the CVS is expressly limited to obtaining DATA SUBJECT contact information. The CUSTOMER may not use the CVS for any other purpose.

48. LIMITATION OF LIABILITY

- 48.1. 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)

49. 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:

- 49.1. Bureaus – Credit Bureau Partners, who are a SOURCE;
- 49.2. The COMPANY – Bitventure Consulting Pty Limited;
- 49.3. SDO – the COMPANY'S strike date optimization service.

50. 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:

- 50.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 50.2. The CUSTOMER will make the SDO available to USERS either via integrated API CUSTOMER BRANDED SERVICE and/or a THE COMPANY-BRANDED PORTAL as indicated on the MASTER AGREEMENT associated with the TERMS OF USE.

51. SDO

- 51.1. 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.
- 51.2. Access to the PLATFORM for purposes of SDO service is either CUSTOMER BRANDED via API integration or THE COMPANY BRANDED PORTAL.
- 51.3. Use of the SDO service is expressly limited to obtaining DATA SUBJECT suggested strike date information. The CUSTOMER may not use the SDO s

52. 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)

53. 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:

- 53.1. Bureaus – Credit Bureau Partners, who are a SOURCE;
- 53.2. The COMPANY – Bitventure Consulting Pty Limited;
- 53.3. CSS – the COMPANY'S credit score service.

54. 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:

- 54.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 54.2. 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.

55. CSS

- 55.1. 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.
- 55.2. Access to the PLATFORM for purposes of the CSS is CUSTOMER BRANDED via API integration.
- 55.3. 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.
- 55.4. 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.
- 55.5. 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.
- 55.6. 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.
- 55.7. 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.

56. LIMITATION OF LIABILITY

- 56.1. 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.
- 57. 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 COMPANY Data Use agreement in Appendix A.

CREDIT REPORT SERVICE(CRS)

58. 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:

- 58.1. Bureaus – Credit Bureau Partners, who are a SOURCE;
- 58.2. The COMPANY – Bitventure Consulting Pty Limited;
- 58.3. CRS – the COMPANY'S credit report service.

59. 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:



- 59.1. these TERMS OF USE will be deemed to be incorporated into the AGREEMENT; and
- 59.2. The CUSTOMER will make the CRS available to USERS via manual batch request.

60. CRS

- 60.1. 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.
- 60.2. Access to the PLATFORM for purposes of the CRS is by SFTP batch file upload
- 60.3. 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.
- 60.4. 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.
- 60.5. 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.
- 60.6. 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.
- 60.7. 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.

61. LIMITATION OF LIABILITY

- 61.1. 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.
62. 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 COMPANY Data Use agreement in Appendix A.

API TERMS

63. API AND CONTENT DESCRIPTION

Licensee desires to license certain of The COMPANY'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").

64. 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

- 64.1. to use the APIs to develop, test, and support the Application;
- 64.2. to distribute or allow access to Licensee's integration of the APIs within the Application to end users of the Application; and
- 64.3. to display the Content received from the APIs within the Application. Licensee has no right to distribute or allow access to

stand alone APIs.

65. 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.

66. RESTRICTIONS

Except as expressly and unambiguously authorized under this Agreement or by Company in writing, Licensee shall not

- 66.1. Disclose or provide the APIs to any person or entity other than to Licensee's employees or independent contractors who are individuals, provided
- 66.2. such independent contractors enter into an agreement with Licensee at least as protective of Company's rights as this Agreement, and
- 66.3. Licensee hereby agree to be responsible for, and liable to Company for, any breaches of such agreements by Licensee's independent contractors,
- 66.4. 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;
- 66.5. 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;
- 66.6. 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;
- 66.7. advertise the product or services of Company's competitors in the Application;
- 66.8. 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;
- 66.9. 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;
- 66.10. use the APIs in an Application that competes with products or services offered by Company;
- 66.11. 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;
- 66.12. 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
- 66.13. 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 whole or in part, using the API. Licensee hereby agrees to make all assignments necessary to accomplish the foregoing ownership.

67. 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.

68. 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.

69. 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.

70. 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).

71. 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.

72. CONFIDENTIALITY

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

- 72.1. **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),**
- 72.2. not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below),
- 72.3. not to use any Confidential Information except for the purposes set forth in this Agreement, and
- 72.4. 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.

73. INDEMNITY

Licensee agrees that Company shall have no liability whatsoever for

- 73.1. any use Licensee makes of the API or
- 73.2. 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).

74. 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.

75. 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

- 75.1. for loss or inaccuracy of data or cost of procurement of substitute goods, services or technology, or
- 75.2. for any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits or
- 75.3. 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.

76. 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.

77. SECURITY

Both Parties will:

- 77.1. be responsible for the security of its own system;
- 77.2. 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;
- 77.3. 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 15 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.

78. 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 The Company. The 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 to The Company: compliance@bitventure.co.za, and if Licensee: such email address as Licensee provides to The 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.

79. 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.

TERMS OF USE - COLLECTIONS / PAYMENTS

80. CUSTOMERS' OBLIGATIONS

80.1. Customer Onboarding

80.1.1. Upon signature of this AGREEMENT the CUSTOMER will provide the COMPANY with the following CUSTOMER documentation:

80.1.1.1. A minimum of 50 mandates will be provided, unless otherwise agreed to;

80.1.1.1.1. Where parties agree on other terms in respect of mandates, such agreement shall be reduced to writing, and both parties will sign,

80.1.1.2. A brief business description;

80.1.1.3. CUSTOMER will sign the pricing schedule;

80.1.1.4. Copies of the Business registration documents;

80.1.1.5. All relevant FICA documents;

80.1.1.5.1. Certified Copy of the Directors Identity Documentation,

80.1.1.5.2. 3 (three) months' bank statements;

80.1.1.5.3. Bank confirmation letter.

80.1.1.6 VAT registration- and/or tax clearance certificate.

80.1.2. Subject to any legislation in respect of PERSONAL INFORMATION, the CUSTOMER hereby agrees that the COMPANY and any of its AFFILIATED COMPANIES may:

80.1.2.1. verify all information supplied by the CUSTOMER;

80.1.2.2. use any of the CUSTOMER'S company information in order to check the CUSTOMER'S credit record at any registered credit bureau in the RSA;

80.1.2.3. conduct any other background, verification and/or reference checks on the CUSTOMER as determined in the COMPANY'S sole discretion;

80.1.2.4. make enquiries and receive information from any person, credit bureau or financial institution in order to establish the credit worthiness of any DEBTOR;

80.1.2.5. provide information on the conduct of the DEBTORS' accounts to any credit bureau or credit provider;

80.1.2.6. utilise the CUSTOMER'S details for marketing purposes.

80.1.3. The CUSTOMER will notify the COMPANY immediately of any change

within the CUSTOMER or relating to it and which may affect its credit record or credit worthiness.

80.2. Instructions

80.2.1. For the duration of the AGREEMENT the CUSTOMER is obliged and undertakes to:

80.2.1.1. furnish the COMPANY with the INPUT to enable the COMPANY to provide the SERVICES;

80.2.1.2. ensure that all INSTRUCTIONS are in the prescribed DEBTOR TEMPLATE format and are delivered to the COMPANY by way of email or such other method as determined by the COMPANY from time to time;

80.2.1.2.1. If any other method is agreed on, such agreement shall be reduced to writing, and both the CUSTOMER and COMPANY shall sign,

80.2.1.3. on a monthly basis deliver BATCHES of INSTRUCTIONS to the COMPANY no later than 3 (Three) business days prior to the applicable DEBIT DATE;

80.2.1.4. inform the COMPANY timeously of any changes to any INSTRUCTION.

80.2.2. The CUSTOMER will comply with all the COMPANY'S requests within 48 (forty eight) hours to enable the COMPANY to render the SERVICES effectively and timeously. This includes all DEBTOR queries and COMPANY queries on any INSTRUCTION. Failure by the CUSTOMER to timeously attend to any query will result in the INSTRUCTION/file being placed on hold and the COMPANY will not incur any liability in respect thereof.

80.2.3. The CUSTOMER will inform the COMPANY immediately in the event of any material change in any information submitted to the COMPANY.

80.2.3.1. The COMPANY will not be held liable in the event where the CUSTOMER failed to inform the COMPANY,

80.2.4. The CUSTOMER will not submit to the COMPANY any INSTRUCTION which has a collection amount from one account for an amount exceeding the limit set by PASA and/or the SARB.

80.3. AVS Services

80.3.1. The CUSTOMER hereby consents that the COMPANY may conduct AVS SERVICES on all INPUTS before any SERVICES are rendered by the COMPANY. The CUSTOMER, will in addition to this AGREEMENT, also conclude an AVS agreement and be bound by such terms and conditions contained in that agreement.

80.3.2. The AVS SERVICES are compulsory and where the CUSTOMER cannot, or fails to provide sufficient proof of its own AVS SERVICES, and where the CUSTOMER does not consent to same, the COMPANY may refuse to execute any INSTRUCTION which has not been verified.

80.3.3. Where the CUSTOMER fails to provide any AVS details or fails to inform the COMPANY of any such detail, the COMPANY may assume that no AVS SERVICES are used, and may proceed to make use of the COMPANY'S AVS SERVICES.

80.3.4. Failure to make prompt payment of the FEES for the above will result in SERVICES not being rendered and INSTRUCTIONS not being executed.

80.4. Mandates

80.4.1. The CUSTOMER warrants in favour of the COMPANY that all MANDATES will be legally valid and binding and the CUSTOMER further undertakes to comply with all rules and regulations stipulated by PASA and/or SARB in respect of MANDATES.

80.4.2. The COMPANY may from time to time, as the COMPANY deem fit, request from the CUSTOMER to provide the COMPANY with mandates from any batch at the COMPANY'S discretion, which the COMPANY will use to verify the CUSTOMER'S compliance and risk in terms of the rules and regulations of PASA and SARB and the validity of such MANDATES.

80.4.3. The CUSTOMER undertakes to submit MANDATES to the COMPANY for the following failures that will be returned by the bank on the transaction submitted :

80.4.3.1. 04 – payments (of debits) stopped by account holder;

80.4.3.2. 30 – no authority to debit;

80.4.3.3. 32 – debit in contravention with payers authority;

80.4.3.4. 34 – authority cancelled;

80.4.3.5. 36 – previous payment stopped via stop payment advise;

80.4.3.6. F2 – NAEDO transaction disputed by account holder.

80.4.4. The CUSTOMER will provide the COMPANY with such assistance, documentation and data as may be required to effectively facilitate the collection of the PAYMENTS.

80.4.5. If the COMPANY becomes aware of any INVALID MANDATE and/or if PASA identifies an INVALID MANDATE, the COMPANY may, on 24 (twenty-four) hours written notice to the CUSTOMER:

80.4.5.1. request copies of the INVALID MANDATE/S identified by PASA;

80.4.5.2. retain all PAYMENTS in respect of the queried MANDATE for a period of 90 (ninety) days as security for

PENALTIES;

80.4.5.3. set off all PENALTIES against the RETAINER (if applicable) and/or PAYMENTS;

80.4.5.4. increase the PERMANENT RETAINER (if applicable) as contemplated in clause 7.43; and/or

80.4.5.5. request an audit on the CUSTOMER'S MANDATES as contemplated in clause 4.4.2.

80.4.6. All MANDATES requested by the COMPANY for any reason whatsoever must be provided by the CUSTOMER within 48 (forty eight) hours of request. Failure to do so will, at the COMPANY'S discretion, constitute a breach and cancellation of the agreement with immediate effect.

80.5. Periodic Requirements

The CUSTOMER agrees to comply with such reasonable requirements that the COMPANY may from time to time set to enable the COMPANY to render its SERVICES effectively and timeously.

81. COMPANY'S RIGHTS AND OBLIGATIONS

- 81.1. Subject to the successful completion of the AVS SERVICES, the COMPANY will provide the CUSTOMER with the SERVICES and will:
 - 81.2. receive and process INPUT;
 - 81.3. subject to the timeous delivery of INSTRUCTIONS by the CUSTOMER, receive and process INSTRUCTIONS;
 - 81.4. pay the COLLECTIONS to the CUSTOMER by way of electronic funds transfer into the CUSTOMER'S designated account on the day/date agreed by the PARTIES; and
 - 81.5. report to the CUSTOMER in writing on a monthly basis on all transactions applicable.
- 81.6. The COMPANY will not be obliged to collect or attempt to collect any amount other than amounts due and payable and that may be legally collected. This will include unauthorized double debits on a DEBTOR'S account.
- 81.7. The COMPANY may in its sole and absolute discretion accept or process late/amended INSTRUCTIONS. FEES applicable to extra or late runs will apply to each and every INSTRUCTION in the BATCH of which such late/amended INSTRUCTION forms part.
- 81.8. The COMPANY may determine in its sole and absolute discretion, what actions are to be taken in respect of INSTRUCTIONS and how and when to collect any DEBT.
- 81.9. The COMPANY may refuse, in its sole and absolute discretion, to execute any INSTRUCTION without prior notice. Such refusal will include but not be limited to INSTRUCTIONS where the CUSTOMER cannot provide a VALID MANDATE for an INSTRUCTION upon request by the COMPANY. The COMPANY will, in exercising this power, act in good faith.
- 81.10. The COMPANY will take all reasonable steps to manage and collect the DEBTS.
- 81.11. If the COMPANY overpays the CUSTOMER for any reason, or if the

COMPANY receives an UNPAID or a late UNPAID or if any other amount is due to the COMPANY by the CUSTOMER, the COMPANY may debit the CUSTOMER'S bank account with such amount(s) or set off such amount(s) against any COLLECTIONS due to the CUSTOMER.

- 81.12. If any PENALTIES are imposed in respect of any PAYMENT after the RETAINER BALANCE applicable to such PAYMENT has been paid to the CUSTOMER as contemplated in clauses 4.7.2 and/or 4.8.3, the COMPANY reserves the right to set off any such PENALTIES against any other PAYMENTS held in the COMPANY'S account.
- 81.13. If alterations to the SYSTEM are required to enable the COMPANY to render the SERVICES, the CUSTOMER will allow the COMPANY a reasonable period of time to render such support to effect such changes.
- 81.14. The COMPANY will not be obliged to perform the SERVICES when any FEES are outstanding and will not be liable to the CUSTOMER, and the CUSTOMER accordingly hereby indemnifies the COMPANY, in respect of any damages suffered by the CUSTOMER and/or any third party as a result thereof.

82. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 81.15. Neither PARTY will publish or cause the other PARTY to publish anything illegal or in any way engage in any illegal or fraudulent business practice.
- 81.16. Both PARTIES warrant in favour of the other that as at the EFFECTIVE DATE that:
 - 81.17. they have obtained all required legal, regulatory and governmental approvals, licences, consents and permits in relation to this AGREEMENT;
 - 81.18. they will exercise due care, diligence and skill in all aspects relating to the fulfilment of their obligations hereunder and will comply with all applicable laws;
 - 81.19. they will exercise good faith in all of their dealings under this AGREEMENT; and
 - 81.20. they will not do anything or allow any act to be done which does or is likely to prejudice the good name, reputation and business practice of the other PARTY.

83. RETAINER AND PAYMENT OF COLLECTIONS

- 83.1. If applicable as indicated on the cover page of this AGREEMENT, the COMPANY will retain the RETAINER as security for payment of any PENALTIES.
- 83.2. If a SURETY DEPOSIT is required, the CUSTOMER will pay the RETAINER amount into the COMPANY'S designated bank account upon signature of this AGREEMENT. The CUSTOMER will not commence the on-boarding process, or process any INSTRUCTIONS until the upfront RETAINER amount has been paid by the CUSTOMER.
- 83.3. If a PERMANENT RETAINER or TEMPORARY RETAINER is required, then the COMPANY will withhold such RETAINER amount from each PAYMENT.
- 83.4. Subject to regular risk assessments which the CUSTOMER hereby unconditionally consents to, notwithstanding anything to the contrary in this AGREEMENT, the COMPANY may, on 24 (twenty-four) hours written notice to the CUSTOMER, increase/decrease the RETAINER percentage if necessary to protect its own, or its agent's interests. Factors that the COMPANY will take into account when assessing the CUSTOMER'S risk are, inter alia:
 - 83.5. the CUSTOMER'S vetting information obtained during the on-boarding process;
 - 83.6. the industry that the CUSTOMER operates in;
 - 83.7. expiration of FICA documentation;
 - 83.8. if the CUSTOMER has been added to the Rogue list compiled by the Payment System Stakeholder Forum;
 - 83.8.1. if the CUSTOMER is added to the User Debit Order Abuse (UDOA) list compiled by PASA;
 - 83.8.2. any increase in risk identified by the COMPANY due to an increase in the dispute ratio of previous INSTRUCTIONS/MANDATES; and/or
 - 83.8.3. any other relevant factors.
- 83.8.4. All RETAINERS will be held by the COMPANY and any interest accrued thereof will be for the benefit of the COMPANY. The CUSTOMER will not be entitled to interest on any RETAINER.
 - 83.8.5. Retainer
 - 83.8.6. If no RETAINER is applicable, the COMPANY will pay the TOTAL

- COLLECTION in respect of each PAYMENT to the CUSTOMER 5 (five) business days after receipt of such PAYMENT
- 83.8.7. Permanent Retainer
- 83.8.8. If a PERMANENT RETAINER is applicable, the COMPANY will:
- 83.8.9. pay the FIRST COLLECTION in respect of each PAYMENT to the CUSTOMER after 5 (five) business days of receipt of such PAYMENT;
- 83.8.10. pay the RETAINER BALANCE in respect of each such PAYMENT to the CUSTOMER 30 (thirty) business days after payment of the applicable FIRST COLLECTION.
- 83.8.11. A permanent retainer will be requested where the CUSTOMER does not have sufficient funds to cover the deposit either in its entirety or part thereof, the balance will be subtracted from the collections, until the balance have been made up, and such balance will be kept as a permanent retainer and paid out together with the SURETY DEPOSIT.
- 83.8.12. 83.8. Temporary Retainer
- 83.8.13. If a TEMPORARY RETAINER is applicable, the COMPANY will:
- 83.8.14. retain the TEMPORARY RETAINER of 5 (five) business days after receipt of the applicable PAYMENT;
- 83.8.15. pay the FIRST COLLECTION in respect of each PAYMENT to the CUSTOMER between 5 (five) and 10 (ten) business days of receipt of such PAYMENT;
- 83.8.16. pay the RETAINER BALANCE in respect of each such PAYMENT to the CUSTOMER 30 (thirty) business days after payment of the applicable FIRST COLLECTION.

84. PAYMENT OF FEES

84.1. The CUSTOMER will be liable for FEES from the applicable INSTRUCTION DATE in respect of all PAYMENTS.

84.2. All FEES will include value added tax and invoices will be due and payable upon presentation of invoice. Unless otherwise provided for in this AGREEMENT, all invoices will be payable free of deduction, bank fees and set-off by the CUSTOMER.

84.2.1. If any special arrangements have been made regarding the payment of fees, such arrangements must be reduced to writing and both the CUSTOMER and COMPANY must sign such agreement,

84.3. Notwithstanding any dispute that may be pending between the PARTIES, the CUSTOMER may not withhold payment for any reason whatsoever. The CUSTOMER will not be entitled to make any deduction from the FEES or to set off any alleged claim against the amounts due to the COMPANY.

84.4. The COMPANY may collect FEES by:

84.4.1. setting off FEES against PAYMENTS collected by the COMPANY; and/or

84.4.2. Direct debit against the CUSTOMER'S bank account, which direct debit the CUSTOMER hereby authorises and instructs the COMPANY to process.

84.5. All FEES will be subject to:

84.5.1. amendment by the COMPANY from time to time taking into account prevailing market circumstances and increases in production costs which are beyond the COMPANY'S control; and

84.5.2. An annual increase at the COMPANY'S sole discretion.

84.6. The CUSTOMER will be notified of any increases to FEES at least 30 (thirty) calendar days in advance thereof.

84.7. Any monies held by the COMPANY may be invested by the COMPANY and any interest or accrued thereon will be for the benefit of the COMPANY.

84.8. Every PAYMENT to the COMPANY discharges any miscellaneous debt first, then interest, and thereafter the FEES.

84.9. If the CUSTOMER does not object in writing to the COMPANY'S invoice and/or statement or request a specified detailed account, within 30 (thirty) days of date of invoice/statement, the CUSTOMER will be deemed to have accepted the COMPANY'S invoice and/or statement as fair, reasonable and correct.

85. OVERDUE PAYMENTS

Any amount payable by the CUSTOMER in terms of this AGREEMENT which is not paid on the due date for payment (without prejudice to any of the COMPANY'S other rights and remedies) will bear interest at the prevailing mora rate calculated from the date on which payment is due to the date on which payment is made (both dates included); such interest will be compounded monthly in arrears and, if the date of payment is not the last day of a month, then compounded finally on the date of payment.

86. INPUT

86.1 The CUSTOMER will be responsible for supplying the correct, complete

and accurate INPUT to the COMPANY in the prescribed DEBTOR TEMPLATE format.

- 86.2. The COMPANY will not have to check the completeness and/or correctness of INPUT. If the COMPANY detects mistakes or other defects in the INPUT, the COMPANY will not correct the mistakes or other defects. If any INPUT contains mistakes or other defects, the COMPANY will send the INPUT to the CUSTOMER to be corrected and if the corrected INPUT is not received by the COMPANY in accordance with deadlines and timetables, the INPUT will not be included in the next run.
- 86.3. If the COMPANY detects double debits in any BATCH, the COMPANY will send the INPUT to the CUSTOMER to be corrected.
- 86.3.1. If double debits detected are correct, the CUSTOMER will provide the COMPANY with MANDATES in respect of such double debits confirming both debits.
- 86.3.2. If such MANDATES are not provided, the COMPANY may in its absolute sole discretion elect not to execute the INSTRUCTION.
- 86.4. The CUSTOMER will not supply any INPUT or portion thereof relating to any amount other than a DEBT amount which the CUSTOMER may legally recover.

87. DEADLINES AND TIMETABLE

- 87.1. The COMPANY may request the CUSTOMER to supply INPUT to the COMPANY before a deadline or may amend the timetable as it deems fit.
- 87.2. If the CUSTOMER does not meet the specified deadline, the COMPANY may in its discretion extend such deadline. If the COMPANY cannot extend the deadlines, the affected INSTRUCTIONS will be executed on a different date, as informed by the COMPANY.
- 87.3. If the CUSTOMER does not meet the deadline and the COMPANY nevertheless agrees to or does not agree to extend the deadline, the CUSTOMER will be liable for the costs of all additional work which the COMPANY must do or cause to be done to still perform the SERVICE concerned on time, which costs will be charged at the COMPANY'S then prevailing rates.

88. CUSTOMER WARRANTIES

- 88.1. The CUSTOMER warrants in favour of the COMPANY that:
- 88.1.1. every INSTRUCTION is supported by a VALID MANDATE;
- 88.1.2. it will not submit any INSTRUCTION for the collection of any amount that is not due, payable or which the CUSTOMER may not legally collect;
- 88.1.3. no attempt will be made by the CUSTOMER to collect any amount due by DEBTORS handed over to the COMPANY.
- 88.1.4. all information (including DEBTOR information and bank details) which the CUSTOMER submits to the COMPANY from time to time is, to the best of the CUSTOMER'S knowledge and belief, complete and correct and the COMPANY will not be liable in any way whatsoever for any incorrect information, data, INPUT, DEBTOR'S TEMPLATE and/or PAYMENT schedules provided to the COMPANY from the CUSTOMER and/or any agent appointed on behalf of the CUSTOMER.
- 88.2. A breach of any warranty provided in clause 9.1 will constitute a breach of this AGREEMENT and the COMPANY will have the right to cancel this AGREEMENT in writing with immediate effect without liability.

89. COMPANY WARRANTIES

The COMPANY warrants in favour of the CUSTOMER that it will at all times strictly comply with all applicable legislation, including without limitation the Debt Collectors Act 114 of 1998 and the National Payment System Act 78 of 1998 and any applicable regulations issued thereunder, and with all the provisions and requirements of the CUSTOMER'S data protection policies and procedures which may be in force from time to time.

90. LIMITATION LIABILITY AND INDEMNITIES

- 90.1. If the COMPANY directly or indirectly suffers any consequential, incidental, extrinsic, special, penal, punitive, exemplary loss, damage and/or expense of any kind (including legal expenses) whatsoever and

howsoever arising including, without limitation, in respect of both indirect loss and consequential loss, loss of production, loss of profits or of contracts, loss of goodwill and/or anticipated savings, howsoever arising or any liability in terms of, or in connection with:

- 90.1.1. any claim by a third party arising in respect of any INSTRUCTION or the cancellation thereof by the CUSTOMER; and/or
- 90.1.2. any claim and/or liability and/or PENALTIES which may arise in consequence of the CUSTOMER not having procured a VALID MANDATE in respect of any INSTRUCTION;
- 90.1.3. the bona fide rendering of SERVICES under this AGREEMENT; and/or
- 90.1.4. the withdrawal, endorsement and/or suspension of any license held by the COMPANY to conduct its business and/or render the SERVICES as a direct result of INSTRUCTIONS being issued by the CUSTOMER in respect of INVALID MANDATES, the CUSTOMER will be liable to the COMPANY, its REPRESENTATIVES and/or agents for all such loss, damages and/or claims and hereby indemnifies and holds harmless the COMPANY, its REPRESENTATIVES and agents against any such loss, damages and/or claims irrespective of whether such liability is based on a breach of contract, delict (whether negligence or strict liability) and/or breach of warranty.
- 90.2. The CUSTOMER acknowledges that the COMPANY relies solely on the INPUT provided by the CUSTOMER, and that the CUSTOMER is accountable and responsible for the correctness of every INSTRUCTION.
- 90.3. The COMPANY will not be liable to the CUSTOMER, directly or indirectly, and from whatever cause arising for any claim whatsoever, whether in contract, delict or otherwise, for any loss, damages, costs and/or expenses directly or indirectly in any way arising out of or related to the AGREEMENT including, without limitation:
- 90.3.1. the late or non-receipt by the COMPANY of any INSTRUCTION;
- 90.3.2. the total or partial loss, breakdown, malfunction or failure of any part of the SYSTEM, communication links with the SYSTEM, data or storage media for the SYSTEM;
- 90.3.3. a delay in the operation of the SYSTEM;
- 90.3.4. integrity and accuracy of response data received from participating institution/s which the COMPANY relays to the CUSTOMER;
- 90.3.5. any claim arising after a transaction has been correctly processed and correctly transmitted in terms of an INSTRUCTION by the COMPANY;
- 90.3.6. any loss of time or transmission if there is a network failure or lines are down during the communication process;
- 90.3.7. the entry or execution of any erroneous data supplied by the CUSTOMER to the COMPANY, and the CUSTOMER indemnifies and holds harmless the COMPANY, its REPRESENTATIVES and agents against all damages, expenses and losses suffered by the CUSTOMER in consequence of any claim arising therefrom.

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. The COMPANY – Bitventure Consulting Pty Limited;

- 1.4. "Credit Regulatory Framework" means all legislation and law applicable to credit bureau, credit providers, consumer credit information, consumer and personal information and contractability 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;
- 1.5. "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;
- 1.6. "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;
- 1.7. "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;
- 1.8. "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.
- 1.9. "RCB" means the Reseller Credit Bureau, which is The COMPANY 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.
- 1.10. "Reports" is the credit report or credit score provided you in terms of the Services;
- 1.11. "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;
- 1.12. "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;

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;

2.1.7. 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;

2.1.8. You explicitly confirm that you will not access any Consumer Credit Information for the purpose of marketing to consumers;

2.1.9. 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 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 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.

2.11.1. Compliance assessment.

2.11.2. 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. Purpose is, whether you have the necessary Consent and whether you comply with its duties in terms of this Data Agreement and the Credit Regulatory Framework.

2.11.3. 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.

2.11.4. 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:

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

2.12. 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. You and the Subscriber certifies that it will access the information from us as stipulated in this Data Agreement.
- 2.14. 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:
- 2.15. 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
- 2.16. 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.
 - 2.16.1. 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.
 - 2.16.2. 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:
- 3.2. 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.
- 3.3. Without limiting the foregoing, 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:
- 3.4. You breaching any obligations or warranties made by us or the Payment Profile Credit Bureau;
- 3.5. 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
- 3.6. Release of the Consumer Credit Information to a third party.
- 3.7. You hereby indemnify us and/or the Payment Profile Credit Bureau against any and all liability arising from:
- 3.8. The use and disclosure of Information procured from us and/or the Payment Profile Credit Bureau;
- 3.9. Non-compliance of all and any applicable legislation or other requirements imposed by any statutory body, including the rules of the Credit Regulatory Framework;

- 3.10. 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.
- 3.11. 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:
- 4.3. 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;
- 4.4. 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
- 4.5. 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.
- 4.6. You accordingly agree to:
- 4.7. Take reasonable precautions to avoid unauthorised access to the deliverables or distribution of the Consumer Credit Information;
- 4.8. 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;
- 4.9. Comply with all reasonable requests made by us or the Payment Profile Credit Bureau to protect its rights and Intellectual Property; and
- 4.10. 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 foregoing, we shall not be liable, and hereby disclaim all liability for:
- 5.2. Any interruption, malfunction, downtime or other failure of the Services for whatever reason;
- 5.3. 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
- 5.4. An event of force majeure or any other event over which we have no direct control.
- 5.5. We shall not be liable, and hereby disclaim all liability for the accuracy of the Consumer Credit Information.
- 5.6. 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.

- 5.7. 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.
- 5.8. 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.

- 8.2. 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.

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.



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. <i>Tracing a consumer by non-credit collectors requires consumer consent (Note: select "Other – Reg 18(6)(d)")</i>	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. <i>All non-registered Credit Providers requires consent (Note: select "Other – Reg 18(6)(d)")</i>	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) to 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) to 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

