

LOCATED AT THE DOMAIN NAME - [HTTP://WWW.SAPTG.CO.ZA](http://WWW.SAPTG.CO.ZA). BY ACCESSING AND USING THE WEBSITE, THE WEBSITE USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT HEREIN.

Use of the Website is entirely at the Website User's own risk and the Website User shall assume full responsibility for any risk or loss resulting from the use of the Website or reliance on any information contained on the Website.

Whilst every effort has been made by Tivvit Solutions (PTY) Ltd to ensure the proper performance of the Website. Tivvit Solutions (PTY) Ltd accepts no responsibility for any inaccuracies, errors, omissions or misinterpretations relating to the information provided herein. In particular Tivvit Solutions (PTY) Ltd makes no warranty that the use of the Website will be uninterrupted, complete, timely, and secure or error free.

1. DEFINITIONS

- "Agreement" means this Agreement together with all Annexures, Schedules, Addendums, letters and notices hereto, all as may be amended in writing by the Parties from time to time;
- "Business Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa ("RSA");
- "Client", "you", "your" means the Party whose information is reflected in the signed agreement;
- "Confidential Information" means personal information which belongs to a person and is not generally available to or known by others and any and all information or data which by its nature or content is identifiable as confidential and/or proprietary to us and/or you as the case may be; which is also protected as per the PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)
- "Consumer Credit Information" shall bear the meaning set out in Section 70 (1) of the NCA
- "Compuscan" means CompusScan, Registration number 1998/021744/07, a private company with limited liability and duly registered with the National Credit Regulator under registration number NCRCB6
- "Customer/you/your" means the person accepting the terms and requesting a Report.
- "Experian" means Experian South Africa Pty Limited, Registration number 2006/010440/07 a private company limited liability and duly registered with the National Creditor Regulator under registration number NCRCB16
- "Intellectual Property" means all intellectual property of whatever nature owned and/or controlled by us or you, as the case may be, including without limiting the generality of the afore going, all right, title and interest in and to all trademarks, trade names, trade secrets, technology, software, applications, web pages, logos, systems, methods, procedures, processes, domain names, slogans, styles, insignias, compilations, designs, patents, and copyright whether registered or not and in the case of the Service Providers, includes scoring processes, design, layout, "look and feel" and "get up" of the Reports;
- "Dracore" means; DRACORE (PTY) LTD, Registration Number 2013/078332/07, a company duly registered in terms of the company laws of the Republic of South Africa which is herein represented by Chantelle Fraser in her by Chantelle Fraser in her duly authorised thereto
- "NCA" means the National Credit Act, 34 of 2005 together with the Regulations.
- "Order form" means the separate online document or agreement to which these Terms and Conditions *inter alia* relate, setting out the Services which the Customer has selected, the related costs and the applicable payment details;
- "Parties" shall mean you and Tivvit Solutions PTY (Ltd), SAPTG and the Service Provider, or any combination of them or any one of them as the context may indicate
- "Prescribed Information" shall bear the meaning set out in these Terms & Conditions.
- "Prescribed Purpose" shall bear the meaning set out in these Terms & Conditions.
- "Regulations" means the National Credit Regulations, published in Government Gazette No. 8477, Notice 28864 and such other Regulations promulgated in terms of the NCA from time to time;
- "Report" means a credit report and/or consumer enquiry generated response to a Request.
- "Request" means a request for a Report.
- "SAPTG" means South Africa Property Transfer guide;
- "Services" means the services rendered by us from time to time to you and which service includes inter alia, the furnishing of Reports; this also includes services rendered by third parties
- "Terms"- means the terms and conditions set out herein.
- "Tivvit Solutions" means Tivvit Solutions (PTY) Ltd. (Registration Number 94/01765/07) with its chosen domicilium citandi et executandit at 22 Ackerman Street, Witpoortjie, Roodepoort, Gauteng
- "Terms of Use" means our terms applicable to the use of our Services and which terms of use are set out in these Terms & Conditions
- "TransUnion", means TransUnion Credit Bureau (Pty) Ltd, registration number 2004/007773/07, a private company with limited liability and duly registered with the National Credit Regulator under registration number NCRCB4;
- "Vendor Request" means a request for a Report placed by SAPTG (acting as agent for and on behalf of you) with you;
- "Website" means the website operated by Tivvit Solutions (PTY) Ltd to which these Terms and Conditions inter alia relate, setting out the Services which the Customer has selected, the related costs and the applicable payment details;
- "Website user" means any person who accesses or uses the Website, including the Customer
- "XDS" means Xpert Decision Systems Pty Limited, Registration number 2002/022938/07 a private company limited liability and duly registered with the National Creditor Regulator under registration number NCRCB5

2. SCOPE OF WEBSITE USE

2.1 The Customer signifies acceptance of all of these Terms and Conditions by its continued use of the Website. Tivvit Solutions (PTY) Ltd reserves the right to amend the Terms and Conditions at any time and the Website User will be bound by the latest version thereof as published on the Website.

2.2 Website Users may only download those materials that are clearly marked as being available for downloading. Save for the downloading of Order Forms, any content downloaded from the Website may only be used for personal, non-commercial purposes and no further reproduction or any form of distribution is allowed.

2.3 The Website User may display any content retrieved from the Website on a computer screen or mobile telephone, print individual pages on paper and store such pages in electronic form on the Website User computer or mobile telephone for the Website User's personal use.

Except as expressly permitted herein, the Website User may not reproduce, modify or in any way commercially exploit any Website content. In particular, the Website User may not do any of the following without Tivvit Solutions (PTY) Ltd.'s written consent –

2.3.1 store in or transmit to any other website, mailing list, electronic bulletin board, server or other storage device connected to a network or regularly or systematically stored in electronic or print form, all or any part of the Website content; or

2.3.2 Modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Website content.

2.4 No third party is permitted to establish a link to the Website, by way of hyperlink, frame or any other means, either electronically or otherwise, unless such third party has obtained written consent from Tivvit Solutions (PTY) Ltd. Such consent is within the sole discretion of Tivvit Solutions (PTY) Ltd and may be withheld or granted subject to such conditions as specified by Tivvit Solutions (PTY) Ltd.

2.5 The Website may contain links to third party websites with information or material produced by other parties. Tivvit Solutions (PTY) Ltd does not control these linked sites, and is not responsible for any content, updates, links or changes to these linked sites

3. AGENCY

You warrant that you have appointed Tivvit Solutions (Pty) Ltd as your agent (a) to request and receive Reports; and (b) to accept the Terms on your behalf.

4. UNDERTAKINGS

4.1 Subject to Sect on 68 of the NCA as read with Regulations 18(4) and 18(5), you may only request and receive Consumer Credit Information and Prescribed Information for Prescribed Purposes and for such other purposes that SAPTG is lawfully entitled to disclose Consumer Credit Information and Prescribed Information held by it.

4.2 You will at all times comply with the requirements for the receipt, compilation and reporting of information (including inter alia, Prescribed Information and Consumer Credit Information) as prescribed by the NCA and other relevant legislation.

4.3 Information you request from or submit to SAPTG shall contain the following information in respect of a consumer who is-

4.3.1 A natural person the minimum criteria as set out in Regulation 19(1);

4.3.2 A juristic person; (a) registered and trading name; (b) registration number; (c) registered address and physical and postal address;

4.4 Where adverse information concerning a consumer (as set out in Section 19(4) of the Regulations) is to be submitted to SAPTG, such information may not be disclosed to SAPTG unless and until the Customer has given the consumer at least 20 business day notice of your intention to submit such information to SAPTG;

4.5 You shall have obtained all consents required by the NCA prior to requesting consumer credit information or submitting consumer credit information to SAPTG.

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

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

4.8 You will not submit Consumer Credit Information in respect of a debt that has prescribed in terms of the Prescription Act 68 or 1969, to SAPTG.

4.9 In addition, you shall ensure that only you or your authorized representatives have access to any passwords issued for the purposes of requesting a Report. You shall be liable for transactions, fees and other costs arising out of the use by any person of SAPTG's services Password whether or not such use is or has been authorized by you.

4.10 Information you submit to SAPTG may be utilized by SAPTG as part of its database in the ordinary course of its business;

4.11 You shall not whether directly or indirectly, sell or use for any commercial purpose the Reports and/or any of the contents thereof;

4.12 SAPTG may, at any time, and at its sole discretion (a) remove any information from its database's with immediate effect save for information which it is obliged to retain in terms of the NCA and any other applicable laws; (b) verify the accuracy of any statement or information obtained from you;

5 INTERPRETATION

5.1 In this Agreement clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention-

5.1.1 Any expression which denotes (i) the singular shall include the plural and vice versa; (ii) any gender includes the other gender; and (iii) a person includes an artificial person or juristic person and vice versa;-

5.1.2 Any reference to any legislation shall include any amendment, replacement or re-enactment of such legislation from time to time;

5.1.3 When any number of days is prescribed, such number shall exclude the first and include the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

5.1.4 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provides that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

5.2 The terms "holding company" and "subsidiary company" shall bear the meanings assigned to them in the Companies Act 61 of 1973.

6 INTRODUCTION

6.1 This Agreement sets out the terms and conditions upon which you will have use to our Services.

7 COMMENCEMENT AND DURATION

7.1 This Agreement shall commence on the date of signature of this Agreement by the last Party signing last in time ("the Commencement Date") and shall continue for an indefinite period until terminated by either Party on no less than thirty (30) days written notice of termination to the other.

7.2 Notwithstanding clause 7.1 above, we may immediately terminate the Agreement should we be prevented by law from continuing to carry out our obligations in terms of this Agreement. We shall not be liable for any loss or liability of whatsoever nature which may arise as a result of termination of this Agreement in terms of this clause 7.2.

8 YOUR UNDERTAKINGS

You undertake and agree that -

8.1 You shall act in submitting Request/s and receiving Reports from SAPTG;

8.2 You will have agreed to be bound by our Terms of Use prior to submitting a Request and shall retain proof of same for a period of three (3) years from date of the Request;

8.3 You shall not in any way amend or vary our Terms of Use;

8.4 In carrying out your obligations under this Agreement, you shall comply with all relevant laws, including the NCA and the Regulations;

8.5 In accordance with Regulation 18(1), records of Consumer Credit Information shall be maintained in accordance with the following standards-

8.5.1 Identified by the consumer's identity number or passport number, or where no identity number or passport number is available for a particular person, any other reasonable method to identify the record;

8.5.2 Collected, processed and distributed in a manner that ensures that the records remain confidential and secure

8.5.3 Protected against accidental, unlawful destruction and unlawful intrusion;

8.5.4 Protected against loss or wrongful alteration; and

8.5.5 Protected against unauthorized disclosure or access by an unauthorized person;

8.6 If so requested by us, you shall transmit to us the information in respect of users in terms of the technical documentation issued by us from time to time;

8.7 You shall use your best endeavours to ensure that no destructive elements are introduced into our systems.

For the purposes of this 8.7, "Destructive Elements" means code that;

8.7.1 is intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of our software, hardware, computer systems or networks, or any other associate hardware, software, firmware, computer system or network used in the provision of the services to its Customer/s;

8.7.2 would disable our software, hardware, computer systems or network or impair in any way their operation based on the elapsing of a period of time, exceeding the authorized number of copies, advancement to particular date or numeral; or

8.7.3 would permit an unauthorized person to access our software, hardware, computer systems or network of and/or of third parties to cause a disruption, disablement, harm or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning; or that can cause damage to data, storage media, programs, equipment or communications, or otherwise interfere with the operations thereof.

9 USERS

Notwithstanding any other provision of the Agreement. Subject to the NCA and the Regulations, we shall be entitled in our sole discretion to refuse a user's use of our Services

10 SECURITY

10.1 You shall comply with and shall procure that all your employees abide by our policies and processes relating to the transmission of data and any other information between us as well as any of our security requirements;

10.2 You shall immediately notify us in writing of any breach or attempted breach of security of which you become aware and you shall take reasonable steps to prevent a recurrence thereof and to mitigate the effects of such breach. We shall be entitled to fully investigate such breach or attempted breach and you shall give us your full co-operation with such investigation. You shall be liable for transactions, fees and other costs arising out of the use by any person of the Services including use of the Services arising from a security breach. Tivvit Solutions (PTY) Ltd will not be responsible to you if there is unauthorised access to your log-in details or unauthorised activity on the website as a result of your log-in details becoming known by someone else, unless this is due to our negligence.

11 CREDIT REPORTS/PROFILE ENQUERIES

11.1 Access to "Consumer Credit Reports" is supplied via 3rd parties' credit bureaux;

11.2 Use of these reports and services are subject to the provisions of the NCA, Act 34 of 2005, POPI Act (2013 ACT NO. 4 OF 2013) and governed by the National Credit Regulator;

11.3 In terms of this Act no person shall obtain a Credit Report without the written permission of the person under review;

11.4 Tivvit Solutions (PTY) Ltd cannot be held liable in the event where users obtain Consumer Credit Reports without such written permission;

11.5 The prescribed purposes for which a report may be issued by a credit bureau on a consumer:

☑ Fraud detection and fraud prevention services

☑ An investigation into fraud, corruption or theft, provided that the South African Police or any other statutory enforcement agency conducts such an investigation

☑ Considering a candidate for employment in a position that requires trust and honesty and the entails the handling of cash or finances

☑ Setting a limit of service provision in respect of the supply of goods, services or utilities

☑ Assessing an application for insurance

☑ Verifying educational qualifications and employment

Obtaining consumer information to distribute unclaimed funds, including pension funds and insurance claims

☑ Tracing a consumer by a credit provider in respect of a credit agreement entered into between the consumer and the credit provider.

• Developing a credit scoring system by a credit provider or credit bureau

11.6 Due to the fact that Tivvit Solutions (PTY) Ltd is not a CPA (Credit Providers Association) member, certain elements of the credit report are excluded.

12 FEES AND PAYMENT

12.1 You agree to pay to us the fees and charges set out on the Website; <http://www.saptg.co.za> without deduction or set-off of any nature. You agree that all fees and charges may be debited from your bank account, in terms of the debit order form completed by you.

12.2 Fees and charges payable under this Agreement may be varied by us from time to time, and may be subject to additional terms and conditions in the Annexure or Schedules.

12.3 You acknowledge that the granting of volume discounts is at our sole discretion.

12.4 Notwithstanding anything to the contrary in this Agreement, fees and charges payable under the Agreement may be varied by us on the following basis

12.4.1.1 Annually or

12.4.1.2 At any other time on the giving of 30 days prior notice to you.

12.5 We reserve the right, at our sole discretion, to increase fees and charges at a rate determined by us save that we will at all times observe the following factors in determining its price increase-

12.5.1 the official CPI rate, "CPI" means the weighted average of the consumer price index (for all areas and all items) of the Republic of South Africa ("RSA") as published by Statistics South Africa (or its successor in title) (statistical release P0141.1) from time to time; and relevant market trends.

12.5.2 Where the fees and charges are increased in terms of the Agreement and you do not accept such increase, you may terminate the Agreement, by giving us three (3) months prior written notice of such termination.

12.5.3 Extent as may be necessary to effectively display and present the Reports to the Customer/s;

12.5.4 Shall be stored for audit purposes only and stored separately from any other data stored by you (including your proprietary data sources) and

12.5.5 That each Customer's Report will be stored separately from other Customer

Reports;

12.5.6 In addition to your other obligations as set out herein, must be stored and maintained in its Original Form. For the purposes of clause 16.1.4 "Original Form" means the input and output data string transmitted by us to you pursuant to a Customer Request therefore, lodged by you with us, free from any processing envisaged in 16.1.2 hereof;

12.5.7 Will not, whether directly or indirectly, be sold or in any manner whatsoever made available to consumers who are natural persons.

13 RELATIONSHIP OF THE PARTIES

13.1 The Parties shall not by reasons of the actions of either of them be entitled or empowered to represent or hold out to any third party that they are entitled to bind the credit of the other or that the relationship between them is that of a partnership, joint venture or the like.

14 LIMITATION OF AUTHORITY AND LIABILITY

14.1 The Parties shall, in the performance of their obligations in terms of this Agreement, at all times act towards each other in good faith. In addition to any other specific exclusions of liability contained herein and unless otherwise expressly stated herein, the parties agree that Tivvit Solutions (PTY) Ltd shall not be liable for any other loss or damage, direct or indirect, special, consequential or otherwise, sustained by the Website Users or its agents or assigns arising from any cause whatsoever, including gross negligence and wilful or fraudulent misconduct, whether as a result of any breach of the provisions of the Terms and Conditions by Tivvit Solutions (PTY) Ltd or any act or omission on the part of Tivvit Solutions (PTY) Ltd or its employees, or whether caused directly or indirectly by the information contained in the Website, the Services or the use thereof, and the Website User indemnifies Tivvit Solutions (PTY) Ltd in respect of any such liability.

14.2 You shall not-

14.2.1 Other than as contemplated in the Agreement have any right or authority to bind us or represent that it has authority or to assume or create any obligation (whether express or implied) on behalf of or in our name;

14.2.2 Sign our name, the name of our officer/s or otherwise purport to commit us in any way to any obligation or undertaking;

14.2.3 make any representation on behalf of us to any Customer/s and/or Vendors or any other third party in respect of our Service unless authorized by us in writing; save that you may represent that you are our authorized channel partner;

15.3 Save as specifically provided for herein, Tivvit Solutions (PTY) Ltd gives no warranties, express or implied, whether arising Fraud detection and fraud prevention services

16 INTELLECTUAL PROPERTY RIGHTS

16.1 All intellectual property rights in all materials and content made available through the Website are owned by Tivvit Solutions (PTY) Ltd or a third party, or alternatively Tivvit Solutions (PTY) Ltd is the lawful user thereof, and are protected by both South African and international intellectual property laws. The Website User agrees not to do anything that may infringe Tivvit Solutions (PTY) Ltd.'s intellectual property rights in this regard, including but not limited to unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such material

16.2 The parties shall not -

16.2.1 Use, acquire or have any claim to the ownership of any of the Intellectual Property Rights of the other, other than with the prior written consent of the other;

16.2.2 Do or commit to be done any act which is calculated to jeopardize the continued validity and enforceability of each party's rights in and to their Intellectual Property.

16.3 You shall at all times comply with our instructions and guidelines for the use of our Intellectual Property as may be issued or provided to you from time to time.

16.4 None of the content contained in the website may be reproduced or redistributed without our prior written permission, except that you may download or print a copy for your own personal non-commercial use

16.5 Product names, trademarks or services or products names or marks or company names mentioned on the Website are the trademarks, product marks, or business names of their respective owners

16.6 You may not use or duplicate the intellectual property or the intellectual property of any third parties for your personal use or for any other use

17 ANNOUNCEMENTS

17.1 You shall not issue any press release or release any marketing or advertising or other promotional literature or make any public statement in each case relating to or connected with or arising out of this Agreement without obtaining our prior written approval including as to the content thereof and the manner of its presentation and publication.

18 WARRANTIES

18.1 You give us the warranties in this clause on the basis that this Agreement is entered into by us relying on the warranties, each of which is deemed to be a material warranty inducing us to enter into this Agreement.

18.2 Each of the warranties will be construed and enforceable as a separate and severable warranty from the remaining warranties and the waiver, fulfilment or abandonment of any one warranty will not limit or otherwise adversely affect any other warranty.

18.3 The generality of any one or more of the warranties will not be restricted by the particularity of any other warranty and vice versa.

18.4 Notwithstanding anything to the contrary contained in this Agreement, you warrant that for the duration of this Agreement-

18.4.1 You will ensure that all user/s agree to be bound by our Terms of Use prior to submitting a Request;

18.4.2 You shall by no later than the Commencement Date have obtained all consents, approvals and licenses necessary to carry out its obligations in terms of the Agreement and shall ensure that such consents, approvals and licenses remain in place for the duration of the Agreement.

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

18.5 Other than as may be set out in this Agreement, we do not make any representations, nor give any warranties (whether express, implied in law or residual) or guarantees of any nature whatsoever in relation to our Services and/or the Reports, or as to the accuracy or correctness of any Reports or any aspect thereof, and accordingly, our Services and Reports are provided on an "as is" basis.

19 LIMITATIONS ON THE USE OF REPORTS

19.1 You undertake that any and all Reports received by you from us in respect of our Services-

19.1.1 May be edited by you only in such a manner and to such an extent as may be necessary to effectively display and present the Reports to the Customer/s;

19.1.2 Shall be stored for audit purposes only and stored separately from any other data stored by you (including your proprietary data sources) and

19.1.3 That each Customer's Report will be stored separately from other Customer

Reports;

19.1.4 In addition to your other obligations as set out herein, must be stored and maintained in its Original Form. For the purposes of clause 16.1.4 "Original Form" means

the input and output data string transmitted by us to you pursuant to a Customer Request therefore, lodged by you with us, free from any processing envisaged in 16.1.2 hereof; 19.1.5 Will not, whether directly or indirectly, be sold or in any manner whatsoever made available to consumers who are natural persons.

20 INDEMNITIES

Without prejudice to any of our rights at law or in terms of any other provision of this agreement, you indemnify us against all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs) and expenses of any nature whatsoever which we may suffer or incur as a result of or in connection with-

20.1 The acts or omissions of you, your employees, agents, representatives (whether or not authorized) and/or sub-contractors;

20.2 The breach by you of any of your obligations as set out in the Agreement;

20.3 Any mistake, error or omission in the Reports, unless same is due to our gross negligence;

20.4 Any delay in delivering or in any manner communicating the Reports which is beyond our control;

20.5 Unauthorized access to and/or use of Reports;

20.6 A claim instituted against us, our directors, employees or agents by a Customer and/or End User, as the case may be, which claim arises from warranties, undertakings or representations made to such Customer and/or End User in relation to our Service and/or Reports.

21 LIMITATION OF LIABILITY

21.4 We shall not be liable for any loss, liability, expense or damage of whatsoever nature (whether direct, indirect, consequential or otherwise and including but not limited to loss of data, goodwill or profits) suffered by you, your user/s or End Users as a result of or which may be attributable to, inter alia-

21.4.1 The use and reliance by the user/s or End Users or any other person on the Reports and/or our Services;

21.4.2 Any mistake, error or omission in the Reports unless same is due to our gross negligence;

21.4.3 Any delay or failure for any reason whatsoever in delivering or in any manner communicating the Reports which is beyond our control;

21.4.4 The disclosure by you or failure to disclose, as the case may be, to us of the name and any other details of any of the Customer/s as requested by us;

21.4.5 The use of the Reports by user/s and/or End Users, as the case may be, for a purpose other than a Prescribed Purpose or a purpose permitted in terms of the NCA;

21.4.6 An event of force majeure as set out in this Agreement

21.4.7 Any telecommunication infrastructure and communication line faults,

21.4.8 A breach by you of any of the provisions of this Agreement.

21.5 Notwithstanding any other provision of the agreement-

21.5.1 Neither Party shall under any circumstances be liable for indirect, consequential or punitive damages, howsoever arising;

21.5.2 our total liability to you shall be limited to proven direct damages (other than damages relating to loss of data, business, goodwill, profits, anticipated savings, revenue or use for which liability is expressly excluded) and shall, for the duration of this Agreement, not exceed an amount equal to the aggregate of the fees invoiced by us to you for the twelve (12) month period prior to the date on which the cause of action arose.

22 BREACH

22.1 Should either Party breach any provision of this Agreement ("the Defaulting Party") and fail to remedy such breach within seven (7) days after receiving written notice requiring such remedy, then the other Party ("the Aggrieved Party") shall be entitled, without prejudice to its other rights in law including, without limitation, any right to claim damages, to cancel this Agreement or to claim immediate specific performance of all of the Defaulting Party's obligations whether or not otherwise then due for performance.

23 SUMMARY TERMINATION

23.4 Notwithstanding any other provision of this Agreement, should you -

23.4.1 Being a partnership, be dissolved; or being a company, cease to trade, apply for or is wound-up (save for a voluntary winding-up for the purposes of a voluntary reconstruction or amalgamation), or is placed under a provisional or final order of liquidation or judicial management; or compromises or attempts to compromise generally with its creditors; or are the subject of a notice to strike off the register of Companies & Intellectual Property Registrar's Office ("CIPRO"); or pass a resolution to begin business rescue proceedings in terms of the Companies Act 71 of 2008; or is placed under business review in any other manner, or is deregistered from any organization or association that regulates the activities of either Party; or

23.4.2 Have any judgment or similar award ("judgment") awarded against it and fail to satisfy such judgment within thirty days after becoming aware thereof and -

23.4.2.1 If such judgment is appealable, fail to appeal against such judgment within the time limits prescribed by law or fail to diligently prosecute such appeal thereafter or ultimately fail in such appeal; or

23.4.2.2 If such judgment is a default judgment, fail to apply for the rescission thereof within the time limits prescribed by law or fail to diligently prosecute such application thereafter or ultimately fail in such application; or

23.4.2.3 If such judgment is reviewable, fail to initiate proceedings for the review thereof within the time limits prescribed by law or fail to diligently prosecute such proceedings thereafter or ultimately failing such proceedings;

23.4.3 Intentionally do anything which is calculated to injure the reputation of or goodwill attaching to us;

23.4.4 Undergo a change in control. Then we shall be entitled, without prejudice to its other rights in law including the right to claim damages, to cancel this Agreement or to claim immediate specific performance of all of your obligations, whether or not otherwise then due for performance.

23.5 For the purposes of clause 21, "control" shall, without limiting the generality of the meaning of that word, mean-

23.5.1 The beneficial ownership of the majority in number of your entire issued ordinary shares and/or the whole or major portion of your assets whether direct or indirect and whether in law or in effect;

23.5.2 The right or ability to direct or otherwise control, whether direct or indirectly, the votes attaching to the majority of your issued ordinary share capital;

23.5.3 The right or ability to control the decisions of your board of directors.

24 RIGHTS ON AND AFTER TERMINATION

24.1 On the termination date-

24.1.1 You shall purge all Reports from your computer systems, storage media and other files and at our option either, destroy or deliver to us or our designee such Reports;

24.1.2 Each party shall, at the other party's request, destroy or deliver to the other party or its designee all items within its possession or control that contain any information (including confidential information) of the other party or bear a trademark, service mark, trade name or logo of the other party. Where the request for the destruction is from you to us, you acknowledge that such destruction will be done in compliance with our Security Policy requirements, that the timeframes for the destruction will be governed by our and shall be at your costs.

24.2 By no later than three months after the Termination Date, you shall disable the links to our system which links have been set for the purposes as contemplated in the Agreement.

24.3 You shall within thirty (30) days of the Termination Date deliver to us a written certification that it has or will as the case may be have complied with all of its termination obligations contemplated under this Agreement.

24.4 You shall provide all reasonable assistance and provide all information to us as is necessary to implement the provisions of this 22.

25 CHANGES TO THESE TERMS AND CONDITIONS

25.1 Sometimes, because of changes to the website or services or products, changes in the law or our arrangements with third parties, we may have to make changes to these Terms and Conditions. You can tell when changes have been made by checking the version and date on which they were last modified indicated at the start of these Terms and Conditions and which will be displayed on our Website

25.2 We will not notify you individually of any changes in these Terms and Conditions. It is therefore important that you check these Terms and Conditions regularly and in particular on each occasion when you request Services or products

26 CONFIDENTIALITY

Notwithstanding the cancellation or termination of this Agreement for any reason whatsoever, neither Party shall during the existence of this Agreement or at any time after the Termination Date use, divulge, disclose, exploit, permit the use of or in any other manner whatsoever use the other Party's Confidential Information or disclose the existence or contents of this Agreement; provided that-

26.1 The receiving party may disclose the other party's Confidential Information and the existence and contents of this Agreement-

26.1.1 To the extent required by law (other than in terms of a contractual obligation of the receiving party);

26.1.2 to, and permit the use thereof by, its employees, representatives and professional advisors to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business, it being specifically agreed that any disclosure or use by any such employee, representative or advisor of such confidential or other information for any other purpose shall constitute a breach of this 22 by the receiving party;

26.1.3 To a Vendor for the purpose of implementing or complying with the terms of this agreement; and

26.2 The provisions of this clause shall cease to apply to any Confidential Information of a party which-

26.2.1 Is or becomes generally available to the public other than as a result of a breach by the receiving party of its obligations in terms of this 22;

26.2.2 Is also received by the receiving party from a third party who did not acquire such Confidential Information subject to any duty of confidentiality in favor of the other Party; or was known to the receiving party prior to receiving it from the other Party. 26.2.3 Shall be of any force or effect unless reduced to writing and signed by both Parties. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form.

27 GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of the Republic of South Africa and the Website User agrees to submit to the exclusive jurisdiction of courts located within South Africa. In the event of any dispute between Tivvit Solutions (PTY) Ltd and the Website User arising out of these Terms and Conditions, such dispute shall be submitted for arbitration in Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA"). Either party may apply to an appropriate court for urgent relief or for judgment in relation to a liquidated claim.

ANNEXURE A

NOTIFICATION OF REGULATORY AND/OR INDUSTRY ASSOCIATION AMENDMENTS

For purposes of this notification you are referred to as "Subscriber" / TransUnion Credit Bureau is referred to as "TransUnion" and Dracore (PTY) LT is referred to as Dracore. The "NCA" means the National Credit Act, 2005 and Regulations, and any amendments thereto.

"General Compliance with Laws and Associated bodies"

2. The Subscriber shall only request *Batch Enquiries* which include data reflecting the monthly pattern of payment or default of a consumer under a credit agreement or payment obligation (Payment Profile Data) for permitted or contemplated purposes in the NCA, if the Subscriber is a SACRRA member or unless specifically authorized in writing by SACRRA to obtain these.

Consents

- 1.2 The Subscriber shall ensure that it shall have obtained the Consumers upfront and ongoing *explicit* consent, including juristic persons and their related Principals, in respect of monitoring and account management and for any other permitted or contemplated purpose in the NCA which requires consent.

"Submission of Data to TransUnion/Dracore/CompuScan/XDS/Experian

The Subscriber will:

- 1.3 not submit consumer credit information comprising adverse information if any arrears owing on an account are settled within the period of the notice contemplated in Regulation 19(4) or if the consumer has disputed liability for the outstanding amounts, within the period contemplated in Regulation 20(2);
- 1.4 not submit any Consumer Credit Information to the credit bureau in respect of a debt that has prescribed in terms of the Prescription Act, No. 68 of 1969, including any information relating to the collection or re-activation of such debt in accordance with section 126B of the NCA; neither shall it list such information in accordance with Regulation 19(6);
- 1.5 not submit adverse credit information to the credit bureaus unless the required minimum monthly or such other instalment payments have not been paid for a minimum period of at least three (3) consecutive billing cycles in accordance with Regulation 19(7) of the NCA;
- 1.6 upon settlement by the consumer of the arrear amounts which form the subject matter of any adverse information, in its next data submission, advise TransUnion/Dracore/CompuScan/XDS/Experian that the arrears amount have been settled (update the Consumers Credit Information housed at TransUnion/Dracore/CompuScan/XDS/Experian as required by Regulation 19(10) of the NCA;
- 1.7 upon settlement by a consumer of any obligation under any credit agreement, advise the credit bureau within seven (7) days of such settlement, where it was the subject of a judgment debt or an adverse classification in terms of Regulation 19 (11) and Section 71A of the NCA;
- 1.8 only access the Consumers Credit Information for the purposes of employment where the candidate is being considered for a position that requires honesty in dealing with cash or finances in accordance with Regulation 18(4) (c), and where the job description of such position has been clearly outlined in accordance with Regulation 19(12); and
- 1.9 submit credit information to the credit bureaus in the manner and form prescribed by the National Credit Regulator as set out in Regulation 19(13).

Date: _____ Signature _____