

COMPUSCAN PTY LTD

Website Terms and Conditions

December 2017 | Version 1



Website Terms and Conditions

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Acceptance of the terms. Accessing the website and/or using the service/s offered via the website, indicates your agreement and acceptance of these terms. If you do not accept these terms, do not use the website, request services through the website or download materials from this site.

Content of the website. While every effort is made to update the information provided on the website on a regular basis, Compuscan makes no representations or warranties as to the accuracy, completeness or reliability of the content on the website.

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Personal information. Compuscan values the privacy of your information and undertakes to protect your information as required by law and as set out in our Privacy Policy, which is incorporated into these terms and conditions. By using the website and requesting services through the website, you consent to the collection, storing, use and disclosure of your personal information, in so far as it is legally allowed to do so. You specifically agree that we may use your information for, amongst others, the following purposes:

- Create a new credit record;
- Update and maintain your consumer credit information and credit record;
- Create and maintain new products;
- Analytical and statistical purposes,
- Validate and verify your information,
- Make your credit record available to Compuscan provided that the subscriber fulfils the legal requirements.

Copyright and all intellectual property rights. The website contains information and material that are protected by international copyright, trademark and other laws. The entire content of the website, including the logo is copyrighted as a collective work under the South African copyright laws and Compuscan owns the copyright in the overall selection, coordination, arrangement and enhancement of the content, and owns the rights in, or license to use, the individual components of the content. The content may not be copied, reproduced, republished, modified, uploaded, posted, transmitted or distributed in any way or decompiled, reverse engineered or disassembled except that you may download the materials for your personal, non-commercial use only, provided you keep intact all copyright, trademark and other proprietary notices and make no change in or deletion of author attribution. This limited authorization is not a transfer of title in the content. You agree that you do not acquire any license, ownership or other rights to the content.

Changes. Compuscan reserves the right, in its sole discretion, to revise or change these terms or add new terms and conditions at any time and correct any errors or omissions on the website. Compuscan is however under no obligation to update the website. Compuscan



may also make changes to its products and services described on the website at any time without notice. Your continued use of the website after any changes by Compuscan will be considered acceptance of those changes.

External links. External links may be provided by Compuscan but Compuscan makes no representations whatsoever about any other website which you may access through this one. This should not be construed as constituting any relationship or endorsement of the linked third party with or by Compuscan. If you use or rely on the information provided by the external link you do so at your own risk and Compuscan accepts no responsibility for the content or use of such a website.

If you wish to establish a hyperlink, frame, meta-tag or similar reference, whether electronically or otherwise ("linking") to the website from your website, you must obtain permission from Compuscan by directing such request to info@compuscan.co.za, which permission may be withheld or be subject to certain conditions.

Warranties, disclaimers and limitation of liability. The website is provided "as is" without any representations or warranties, express or implied, of any kind, including, but not limited to, warranties of or to the accuracy of the contents of the website, merchantability, non-infringement, or fitness for particular purpose. By using this site you acknowledge that any reliance on any such materials, advice, statement or information shall be at your sole risk. Compuscan does not warrant that the website's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components. Compuscan, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by you, which arises directly or indirectly from reliance of the website and/or its content. Compuscan does not accept any responsibility for any mistakes, errors or other deficiencies in this website and the content and disclaim all liability in respect of your use of the website and the content to the fullest extent possible in each jurisdiction.

Indemnity. You indemnify Compuscan, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

Other Agreements with Compuscan. Certain products and services that you use or access are subject to their own terms and conditions, such as our standard Master Subscriber Agreement ("MSA"), as amended from time to time. These online terms and conditions must be read together with, and forms part of, each agreement. In the event of conflict between these terms and conditions and each separate agreement, the provisions of such separate agreement will prevail to the extent of the conflict.

Termination. Compuscan may end your use of the website and/or the services at any time for any reason whatsoever, on reasonable notice to you.

In Australia only:

These terms shall in all respects be governed by the law of Australia and the Parties hereby consent and submit to the jurisdiction of the Supreme Court of New South Wales, in respect of any dispute or claim arising out of or in connection with these terms.

In Botswana only:



These terms shall be governed by and construed and interpreted in accordance with the laws of Botswana.

In Lesotho only:

These terms will be deemed to have been concluded in Lesotho and will be governed by and construed in accordance with the laws of the Kingdom of Lesotho and all disputes, actions and other matters relating thereto will be determined in accordance with such law. The Parties submit to the non-exclusive jurisdiction of the High Courts of Lesotho in respect of any dispute, matter or proceedings arising out of these terms.

In Mozambique only:

These terms will be governed by and construed and interpreted in accordance with the laws of Mozambique. To the extent that a court has jurisdiction over any dispute which may arise out of or in connection with these terms, we both submit to the jurisdiction of the Mozambique courts

In Namibia only:

These terms will be governed by the laws of the Republic of Namibia without giving effect to conflict of laws provisions.

In the Philippines only:

These terms shall in all respects be governed by and construed in accordance with the laws of the Republic of the Philippines. In the event that any party is compelled to litigate for the enforcement of any right under these terms, the venue for such action shall be exclusively in the City of Makati.

In South Africa and all other jurisdictions not specifically mentioned:

Information in terms of ECT Act. Please note the following:

- Full name and legal status: Compuscan Information Technologies (Proprietary) Limited, a private company incorporated in accordance with the laws of the Republic of South Africa;
- Registration number: 1998/021744/07
- Physical address: Compuscan House, 3 Neutron Avenue, Techno Park, Stellenbosch
- Telephone number: (021) 888-6000;
- Website address: compuscan.co.za;
- E-mail address: info@compuscan.co.za;
- Membership of codes of conduct: Credit Bureaux Association, Credit Providers Association, Credit Information Officer
- Description of the main characteristics of the service/s offered by Compuscan

National Credit Act (“NCA”). The NCA gives you the right to request one credit report per year for the purpose of inspecting your report, free of charge, provided that we can verify your identity. You may request your free report here, or by phoning our call centre on 021 888 6000 or by sending an email to consumercare@compuscan.co.za. In order to verify your identity, we need to have a copy of your identity document and an account or statement that is not older than 3 months. This can be submitted electronically, via email to consumercare@compuscan.co.za or faxed to +27 (0)21 413 2424. If you wish to dispute the information on the report, you should lodge a dispute at consumercare@compuscan.co.za or phone the call centre on 021 888 6000.



Governing law: These terms shall be governed by the laws of the Republic of South Africa without giving effect to any principles of conflicts of law. You consent to the jurisdiction of the Cape Town High Court of South Africa in respect of any disputes arising in connection with the service/s referred to herein, or the terms or any matter related to or in connection herewith. If any provision of these terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

In Uganda only:

These terms will be governed by and construed in accordance with the laws of the Republic of Uganda and all disputes, actions and other matters relating thereto will be determined in accordance with such laws.