



AGREEMENT BETWEEN SUBSCRIBER AND CONSUMER WITH REFERENCE TO THE FREE PAYMENT PROFILE INFORMATION AND REPORTS

**Subscriber Information :Casper Francois le Grange
Company Name: Debt Counselling Group South Africa
Company Registration Number : NCRDC1560
Company Telephone Number : 086 100 1047**

Pre-Amble



This agreement forms part of an agreement for the provision of Services ("Subscriber Agreement") undertaken between us "the Subscriber" and you "the Consumer". Where applicable, your continued use of the information shall constitute deemed acceptance of the terms of this Subscriber Agreement.

1. Definitions

In this Subscriber and Data Agreement the following words or phrases shall have the meanings as set out below:

1.1. "**Act**" means the National Credit Act, 34 of 2005 and any regulations made thereto (as amended from time to time);

1.2. "**Consumer Credit Information**" shall bear the meaning as set out in section 70(1)(a) – (d) of the Act, Regulation 18(6), and shall include the consumer information supplied as part of the Services as well as the meaning that has been assigned to it in terms hereof;

1.3. "**Credit Regulatory Framework**" means all legislation and law applicable to credit bureaux, 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;

1.4. "**Intellectual Property**" includes without limitation, all trademarks, service marks (whether registered or unregistered), copyright (including all copyright in and to the website and the database and all computer programmes associated therewith), patents, know-how, confidential information including methods, manuals, specifications, technical information and data relating to the Services application and to the Payment Profile Credit Bureau and other proprietary rights whether existing now or in the future throughout the world and specifically includes the scoring variables, scoring processes, and the look and feel, design and lay-out of the Reports;

1.5. "**Payment Profile Credit Bureau**" means the registered credit bureaux who are authorised by the NCR to retain Payment Profile Information and other Consumer Credit Information on its database, from whom we obtain our Consumer Credit Information for the purpose of on-selling it to you. This includes, but is not limited to TransUnion, Experian, XDS, CPB and VeriCredit;

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

1.7. "**Prescribed Purpose**" means the specified purpose for which the Subscriber are entitled to use the Consumer Credit Information as allowed for in Regulation 18(4), 23A and the Credit Regulatory Framework. Please refer to **Schedule A** for a list of the prescribed purposes.



1.8. **“RCB”** means the Reseller Credit Bureau, which is Hirodox (Pty)ltd t/a Ibureau Services, a registered reseller credit bureau with the NCR with NCR registration number NCRCB43.

1.9. **“Reports”** is the credit report provided you in terms of the Services;

1.10. **“Services”** means the on-line service in terms of which Consumer Credit Information that has been collected from the Payment Profile Credit Bureaux offered via the RCB, and is made available to you through various mediums, interfaces, applications, or similar platforms relating to the credit worthiness of you as a consumer. In specific the Services offered by the Subscriber directly to the Consumer and will include to educate the Consumer on their financial affairs, provide information on how to improve your credit score and further to introduce the Consumer to products and services which could be deemed to be beneficial to the Consumer and only upon consent is received from the Consumer. It is also important to note that any service provided to the Consumer must done with consent from the Consumer and any Consumer Payment Profile Report obtained for the relevant Prescribed Purpose as listed in Annexure A.

1.11 **“Subscriber”** means Debt Counselling Group South Africa a Company specialized in Financial Wellness, Credit Repair and Debt Counselling Services

2. Your access to and use of the Consumer Credit Information

2.1 Data access and use.

2.1.1. You acknowledge that once you have consented to our terms and conditions, our office could contact you with the objective to assist in educating you on your financial affairs and provide information and assistance on how you could improve your credit score. In addition to this and with your consent, should we believe there are good economic products available which could be valuable to you also introduce these products on a no obligation basis.

2.1.2. We will comply with all legislation applicable to your business, specifically the Credit Regulatory Framework;

2.1.3. We 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, we will comply with the requirements of the Credit Regulatory Framework, specifically obtaining Consent from the Consumer as and when required;

2.1.5. We will ensure that we obtain the necessary Consent from you the Consumer when required;

2.1.6. We will adhere to all the relevant sections of the Act, together with any Regulations issued in terms thereof, where we are provided with any data in terms of this Agreement for the purpose of providing advice on services;



2.1.7. We will comply and implement the regulatory requirements in terms of all relevant legislation (including the Credit Regulatory Framework), as and when amended and enacted;

2.1.8. We further agree to co-operate with you and the Payment Profile Credit Bureaux to assist us and them to meet the requirements of the Credit Regulatory;

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. We will not on-sell any Consumer Credit Information to any third party.

2.3 Access to Payment Profile Information. Where we as 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, we hereby confirm that we comply with the Guideline issued to credit bureaux and credit providers in accordance with Regulation 19(13), in that we provide the Payment Profile Information in our possession to the Payment Profile Credit Bureaux through the South African Credit and Risk Reporting Association's Data Transmission Hub.

2.4 Data disputes and Completeness of data. We will obtain your information with your consent from IBureau, a registered RCB and a data subscriber of a Payment Profile Credit Bureau who buy your information from a Registered 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.

2.6. 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, the RCB and the Payment Profile Credit Bureaux 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 Bureaux 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. The Subscriber is appointed by the Consumer and/or the Consumer agent and authorized Representative with a mandate to educate the Consumer on their financial affairs based on the Consumer Profile Report. With Consent from the Consumer, the Subscriber could also introduce relevant products and services to the Consumer deemed to be beneficial to the Consumer on a no obligation basis.

2.10. Data retention. You acknowledge and take notice that we are only allowed to retain the Consumer Credit Information on our servers and for the timeframe specified within South African law in terms of retention of data.

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

2.12.1 You 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.

2.12.2 The Subscriber warrant that you will comply with the following information listed in this clause (2.12.2) and this Subscriber and Data Agreement:

- That it is a requirement for the Consumer to provide consent prior to requesting a Consumer Credit Information report from Hirodox (Pty) Ltd t/a iBureau, a registered NCR Credit Bureau with registration number NCRCB43;
- That it is further a requirement in in terms of the National Credit Act to (1) verify the identity of the consumer and (2) obtain consent from the Consumer to obtain their Consumer Credit Information prior to requesting the information;



- That the Consumer must further provide consent if it is required to verify their information at the Department of Home Affairs (HANIS);
- That the Credit Check information will be displayed to the Consumer and Subscriber only after some personal verifications tests were conducted (in the event that the Consumer cell phone number have not matched the number on the payment profile credit bureau used);
- That the purpose of requesting the Consumer Credit Information was explained to the Consumer by the Subscriber either via social media platforms of the Subscriber, telecon or in Person who offered you as consumer this access to your consumer profile information which is free of charge to you the Consumer. You acknowledge that you have read the Subscribers Agreement and consent clauses prior to you provided acceptance thereof within the terms and conditions section as displayed on the Subscribers portal link provided to you.
- The Prescribed purpose used when the Payment Profile Information is obtained by the Consumer directly will be in terms of sections 72(1)(b)(i) and (ii), and regulation 18(6)(d) of the National Credit Act” also referred to as a “Non-footprint enquiry” as same will be provided free of charge to the Consumer for educational purposes.
- That you as Consumer and the Subscriber acknowledge that the RCB is an appointed and authorized agent of the consumer which can only release the consumer with consent to the Subscriber within a 72h window period, thereafter any Consumer Payment Profile information accessed by the Subscriber will be done based on a new enquiry with consent from the Consumer and for a specific relevant prescribed purpose as listed in Schedule A.
- It is specifically recorded that the appointed RCB (Ibureau) will not make any Consumer Payment Profile information available for the purposes of marketing activities. Only where consent was provided by the Consumer will bureau release such information as appointed agent of the Consumer to the Subscriber for the purposes of educating the Consumer on their financial affairs barring this occurs within a 72h window from the time that the original request for Consumer Payment Report was conducted by the Consumer.
- That all consents provided (voice or written mandates in both hard copy or digital format) by the Consumer will be stored by the Subscriber for a period of 5 years from the date of the request and readily available once required by iBureau and / or the payment profile Credit Bureau;

3. Indemnity

3.1. We acknowledge that we have knowledge of the relevant statutory requirements applicable to the Consumer Credit Information and the Services and that we agree to comply there with and to perform our duties and responsibilities as set out in this Subscriber Agreement:

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



3.1.2. Without limiting the foregoing, you further indemnify and hold us, the RCB and the Payment Profile Credit Bureau harmless from and against any damage, losses and liabilities howsoever suffered as a result of

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3.1.2.1. Any breach of the terms of this Subscriber Agreement by you and/or your employees, and specifically any contravention of the clauses pertaining to your access and use of the Consumer Credit Information; and

3.1.2.2. Release of the Consumer Credit Information to a third party.

3.2. You hereby indemnify the Subscriber and/or the RCB and/or the Payment Profile Credit Bureaux against any and all liability arising from:

3.2.1. The use and disclosure of Information procured from the RCB and/or the Payment Profile Credit Bureaux;

3.2.2. Non-compliance of all and any applicable legislation or other requirements imposed by any statutory body, including the rules of the Credit Regulatory Framework;

3.3. You indemnify and hold us, the RCB and Payment Profile Credit Bureaux 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 Subscriber Agreement shall remain vested in that Party.

4.2. You expressly acknowledge that:

4.2.1. The Intellectual Property rights belong to the RCB or the Payment Profile Credit Bureaux and/or its licensors and agents and include any applications or renewals of such rights and are protected by intellectual property laws;

4.2.2. The compilation of such Intellectual Property is also the exclusive property of us, appointed RCB or the Payment Profile Credit Bureaux 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 RCB or Payment Profile Credit Bureau's permission; and

4.2.3. The Intellectual Property rights remain the exclusive property of the Payment Profile Credit Bureau and nothing in this Agreement intends to transfer any intellectual property rights to you.

4.3. You accordingly agree to:



4.3.1. Take reasonable precautions to avoid unauthorised access to the deliverables or distribution of the Consumer Credit Information;

4.3.2. Protect the copyright and/or any other proprietary rights of us, the RCB and the Payment Profile Credit Bureaux including, but not limited to, any contractual and common law rights during and after the term of this Subscriber Agreement;

4.3.3. Comply with all reasonable requests made by us, the RCB or the Payment Profile Credit Bureaux to protect its rights and Intellectual Property; and

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

5. Limitation of Liability

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

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

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

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

5.2. We shall not be liable, and hereby disclaim all liability for the accuracy of the Consumer Credit Information.

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

5.4. Notwithstanding the provisions of this clause, if 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.

6. Compliance

6.1. We 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, we warrant that we 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. We agree to assist you, the RCB and the Payment Profile Credit Bureaux with any investigations regarding adherence to the requirements of this Subscriber 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 Subscriber Agreement shall terminate on expiry of 2 calendar months written notice by the Subscriber or immediately on instruction of Consumer.

8. General

8.1. We may not cede, assign, transfer, charge, or deal in any other manner with this Subscriber Agreement or any rights pertaining to or afforded in terms of this Subscriber Agreement.

8.2. If any other part of the Subscriber Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect this Subscriber Agreement and to the furthest extent possible, this Subscriber Agreement shall remain in full force and effect. The provisions of this Subscriber 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, the RCB or the Payment Profile Credit Bureaux fail to exercise a right or remedy that it has or which arises in relation to this Subscriber 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 Subscriber 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 Subscriber Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Subscriber Agreement. Variations of this Subscriber Agreement shall not be effective unless recorded in writing and signed by the parties; bearing in mind that variations in electronic form shall not count as variations recorded in writing.



Schedule A

In terms of Section 70(2)(g) consumer credit information may only be reported for prescribed purposes or purposes contemplated in the Act or with consumer consent. You provide consent to the following purpose/s for which the Subscriber may accesses your data.

Prescribed or Contemplated Purpose:		Initial if the purpose will be used	Consumer consent required
Sec 72(1)(b)	Enquiries by or on behalf of the Consumer – Paid personal credit report	X	Yes
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: <ul style="list-style-type: none"> the sale of the business or debtors book of that business; or 		No



Prescribed or Contemplated Purpose:		Initial if the purpose will be used	Consumer consent required
	<ul style="list-style-type: none"> any other transaction that is dependent upon determining the value of the business or debtors book of that business 		
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	X	Yes



Prescribed or Contemplated Purpose:		Initial if the purpose will be used	Consumer consent required
Sec 134	Alternative dispute resolution by Alternative Dispute Resolution Agent		Yes
Contemplated Purpose	Account management (For existing base , may be positive or negative e.g. credit worthiness assessment) into 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) into 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