

TERMS AND CONDITIONS OF INTERACTIVE CREDIT SOLUTIONS (PTY) LTD

REGISTRATION NUMBER: 2014/080482/07

1. TERMS AND CONDITIONS OF USE:

1.1. This document sets out the terms and conditions (“Terms”) of INTERACTIVE CREDIT SOLUTIONS (ICS) pertaining to the access and use of the information, products, services, and functions provided on icscredit.co.za (Website).

1.2. Should any person that accesses the Website and Application you (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website, Application and/or using our services.

1.3. If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission, and consent to be bound by these Terms before purchasing any products or services.

1.4. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms and Conditions. Such amendments shall supersede and replace any previous Terms and Conditions and shall be made available on the Website and Application. Each time a user accesses the Website, Application and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms and Conditions, as amended, and/or replaced by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD from time to time. If you are not satisfied with the amended Terms and Conditions, you should refrain from using the Website and Application.

1.5. We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment. However, our privacy policy on our Website sets out circumstances where personal information is collected

1.6. If there is anything in these Terms and Conditions that you do not understand then please contact us as soon as possible at info@icscredit.co.za

WWW.ICSCREDIT.CO.ZA

2. CONTENT OF THE WEBSITE AND APPLICATION

2.1. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and Application and any information or content on the Website and Application.

2.2. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD reserves the right to change and amend the products, prices and rates quoted on this Website and Application from time to time without notice.

2.3. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD may use the services of third parties to provide information on the Website and Application. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. The user agrees that such information is provided “as is” and that INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise.

2.4. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website and Application, including without limitation:

2.4.1. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD does not warrant that the Website and Application or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy;

2.4.2. whilst INTERACTIVE CREDIT SOLUTIONS (PTY)LTD has taken reasonable measures to ensure the integrity of the Website and Application and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website and Application are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system; and

2.4.3. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD disclaims any responsibility for the verification of any claims. Information published on this Website and Application may be done so in the format in which INTERACTIVE CREDIT SOLUTIONS (PTY)LTD receives it and statements from external parties are accepted as fact.

WWW.ICSCREDIT.CO.ZA

3. LINKED THIRD-PARTY CONTENT

3.1. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD may provide links to third party on the Website. These links are provided to the user for convenience purposes only and INTERACTIVE CREDIT SOLUTIONS (PTY)LTD does not endorse, nor does the inclusion of any link imply INTERACTIVE CREDIT SOLUTIONS (PTY)LTD's endorsement of, such Website, their owners, licensees or administrators or such Website's content or security practices and operations.

3.2. While INTERACTIVE CREDIT SOLUTIONS (PTY)LTD tries to provide links only to reputable Website or online partners, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD cannot accept responsibility or liability for the information provided on other Website and Applications. Linked Website and Applications or pages are not under, nor subject to, the control of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised Website and Applications on the Website and Application.

3.3. You agree that INTERACTIVE CREDIT SOLUTIONS (PTY)LTD shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked Website or any link(s) contained in a linked Website and Application, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked Website on the Website and Application. Any dealings that you may have with any linked Website, including advertisers, found on the Website, are solely between you and the third-party Website and Application.

4. USAGE RESTRICTIONS

4.1. The user hereby agrees that it shall not itself, nor through a third party:

4.1.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website and Application for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

4.1.2. decompile, disassemble, or reverse engineer any portion of the Website and Application;

WWW.ICSCREDIT.CO.ZA

4.1.3. write and/or develop any derivative of the Website and Application or any other software program based on the Website and Application;

4.1.4. modify or enhance the Website and Application. In the event of a user effecting any modifications or enhancements to the Website and Application in breach of this clause, such modifications and enhancements shall be the property of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD;

4.1.5. without INTERACTIVE CREDIT SOLUTIONS (PTY)LTD's prior written consent, provide, disclose, divulge, or make available to or permit the use of or give access to the Website and Application by persons other than the user;

4.1.6. remove any identification, trademark, copyright or other notices from the Website and Application;

4.1.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website and Application, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, or hateful, or racially, ethnically, or otherwise objectionable content of any kind; and/or

4.1.8. notwithstanding anything contained to the contrary in these Terms, use the Website and Application for any purpose other than personal, non-commercial and informational purposes.

5. SECURITY

5.1. In order to ensure the security and reliable operation of the services to all INTERACTIVE CREDIT SOLUTIONS (PTY)LTD users, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

5.2. You may not utilise the Website and Application in any manner which may compromise the security of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD networks or tamper with the Website and Application in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website and Application, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website and Application, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should INTERACTIVE CREDIT SOLUTIONS (PTY)LTD suffer any damage or loss, civil damages shall be claimed by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD against the user.

5.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and its affiliates, agents and/or partners.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:

6.1.1. “Intellectual property rights” means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD, now or in the future, including without limitation, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

6.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website and Application (“proprietary material”), are the property of, or are licensed to, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and as such are protected from infringement by local and international legislation and treaties.

6.3. By submitting reviews, comments and/or any other content (other than your personal information) to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD for posting on the Website and Application, you automatically grant INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.

6.4. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website and Application is granted to you.

6.5. Except with INTERACTIVE CREDIT SOLUTIONS (PTY)LTD’s express written permission, no proprietary material from this Website and Application may be copied or retransmitted.

WWW.ICSCREDIT.CO.ZA

6.6. Irrespective of the existence of copyright, the user acknowledges that INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is the proprietor of all material on the Website and Application (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

6.7. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website and Application, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7. RISK, LIMITATION OF LIABILITY AND INDEMNITY

7.1. The user's use of this Website and Application and the information contained on the Website and Application is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

7.2. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall INTERACTIVE CREDIT SOLUTIONS (PTY)LTD be liable for any loss, harm, or damage suffered by the user as a result thereof. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should INTERACTIVE CREDIT SOLUTIONS (PTY)LTD deem it necessary.

7.3. To the extent permissible by law:

7.3.1. Neither INTERACTIVE CREDIT SOLUTIONS (PTY)LTD, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website and Application or any functionality thereof, or the information contained on the Website and Application, or of any linked Website and Application, even if INTERACTIVE CREDIT SOLUTIONS (PTY)LTD knows or should reasonably have known or is expressly advised thereof.

7.3.2. The liability of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD for faulty execution of the Website and Application as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website and Application shall be limited to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD rectifying the malfunction, within a reasonable time and free of charge, provided that INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is notified immediately of the damage or faulty execution of the Website and Application. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website and Application without the prior written approval of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD. However in no event shall INTERACTIVE CREDIT SOLUTIONS (PTY)LTD be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website and Application or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

7.3.3. You hereby unconditionally and irrevocably indemnify INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and agree to hold INTERACTIVE CREDIT SOLUTIONS (PTY)LTD free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD or instituted against INTERACTIVE CREDIT SOLUTIONS (PTY)LTD as a direct or indirect result of:

7.3.3.1. your use of the Website and Application;

7.3.3.2. software, programs, and support services supplied by, obtained by, or modified by you or any third party without the consent or knowledge of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD;

7.3.3.3. your failure to comply with any of the terms or any other requirements which INTERACTIVE CREDIT SOLUTIONS (PTY)LTD may impose from time to time;

7.3.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.3.3.5. any unavailability of, or interruption in, the service which is beyond the control of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD.

7.3.4. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD makes no warranty or representation as to the availability, accuracy, or completeness of the content of the Website and Application. You expressly waive and renounce all your rights of whatever nature that you may have against INTERACTIVE CREDIT SOLUTIONS (PTY)LTD for any loss suffered by you, as a result of information supplied by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD being incorrect, incomplete, or inaccurate.

8. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD PRIVACY AND COOKIE POLICY

8.1. Our in-depth Privacy Policy can be viewed by clicking [here](#) or visiting our website (www.icscredit.co.za) and locating the page from the footer menu.

8.2. This is a summary of the Privacy Policy.

8.3. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy Policy.

8.4. Personal information when means information that can identify you as an individual or is capable of identifying you. By personal information we do not mean general, statistical, aggregated, or anonymised information.

8.5. Your use of our services signifies your consent to us collecting and using your personal information as specified below.

8.6. How we collect information about you

8.6.1. you may provide personal information to us when communicating with us;

8.6.2. information that you provide by filling in forms on the Website and Application;

8.6.3. information that relates to records of correspondence between us;

8.6.4. details of transactions you carry out through our Website and of the fulfilment of any contract you enter into with us;

WWW.ICSCREDIT.CO.ZA

8.6.5. Information from surveys that you choose to complete for us that we use for research purposes;

8.6.6. details of your visits to our Website and Application (including traffic data, location data, and weblog and other communication data, whether they be required for our own billing purposes or otherwise) and the resources that you access;

8.6.7. billing information, such as relevant payment information and VAT registration number;

8.6.8. legally required information, which includes any additional information that the law requires from us to verify your identity;

8.6.9. we will ask for your:

8.6.9.1. name;

8.6.9.2. telephone number;

8.6.9.3. address;

8.6.9.4. email address; and

8.6.9.5. any other relevant information about you.

8.7. How we use your information

8.7.1. responding to your queries posted on our website or emailed to us;

8.7.2. onboarding you as a client and verifying your identity (as required by law);

8.7.3. providing you with our services;

8.7.4. improving our website and services by analysing certain information collected, including cookies and other related information;

8.7.5. computing your information (in the form of our newsletter) and inviting you to events;

8.7.6. complying with our regulatory or other obligations;

8.7.7. we may use your information to confirm that your orders have been received;

WWW.ICSCREDIT.CO.ZA

8.7.8. to validate you as a customer when using our services;

8.7.9. to prevent and detect criminal activity, fraud, and misuse of or damage to our services or networks; and

8.7.10. to prosecute those responsible and to contact you to invite you to form part of our consumer panel or various research groups.

8.8. How long do we keep your information for?

8.8.1. The time periods for which we keep your information may vary according to the use or purpose attached to the information.

8.8.2. We retain personal information in accordance with the required retention periods in law or for legitimate business purposes.

8.8.3. We may keep personal information indefinitely in a de-identified format for statistical purposes. This privacy policy also applies when we retain your personal information.

8.9. Disclosing your information to third parties

8.9.1. We may provide aggregate statistics about our sales, customers, traffic patterns and other Website and Application information to third parties, but these statistics will not include any information that could identify you.

8.9.2. To ensure that content from our Website and Application is presented in the most effective manner for you and for your computer.

8.9.3. To provide you with information, products, or services that you request from us or which we feel may interest you, when you have consented to be contacted for such purposes.

8.9.4. To allow you to participate in interactive features of our Services when you choose to do so.

8.9.5. To carry out any contracts that may form between us.

8.9.6. To respond to any queries, you make.

8.9.7. To notify you about changes to our Services.

8.10. When and where do we use cookies?

8.10.1. We may collect information about your computer (including your IP address, operating system, and browser type) for system administration and to report aggregate information to our advertisers. This information is statistical data about your browsing actions and patterns only.

8.10.2. We may use Cookies to manage your sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with us or not. Cookies are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a Cookie collects include the date and time of your visits to the Website, your browsing history on the Website only, your preferences, and your username.

8.10.3. In some instances, our third-party may use Cookies on the Website. We cannot control or access Cookies used by third-party. This privacy policy covers only Cookies used by us but not any Cookies used by third parties.

8.10.4. We allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.

8.10.5. You have the ability to accept or decline the use of Cookies on your computer, whether or not you have registered on our Website. Typically, you can configure your browser not to accept Cookies. However, declining the use of Cookies may limit your access to certain features of the Website. For example, you may have difficulty logging in or using certain interactive features of the Website.

8.11. How can you manage your privacy preferences?

8.11.1. If you would like us to stop processing your information for marketing purposes, alter or amend your personal information with us, please email Info@icscredit.co.za.

9. CONFIDENTIALITY

9.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the products and/or services offered by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD.

9.2. You shall notify INTERACTIVE CREDIT SOLUTIONS (PTY)LTD should you discover any loss or unauthorised disclosure of the information.

9.3. Any information or material sent to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD will be deemed not to be confidential, unless otherwise agreed in writing by the user and INTERACTIVE CREDIT SOLUTIONS (PTY)LTD.

10. BREACH OR CANCELLATION BY INTERACTIVE CREDIT SOLUTIONS (PTY)LTD

10.1. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is entitled without notice, in addition to any other remedy available to them at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and Application and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD right to claim damages, should any user:

10.1.1. breach any of these Terms;

10.1.2. in the sole discretion of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD, use the Website and Application in an unauthorised manner; or

10.1.3. infringe any statute, regulation, ordinance, or law.

10.2. Breach of these Terms entitles INTERACTIVE CREDIT SOLUTIONS (PTY)LTD to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD on an attorney and own client scale.

11. COMPLIANCE WITH LAW

11.1. You shall comply with all applicable laws, statutes, ordinances, and regulations pertaining to your use of and access to this Website and Application.

12. NOTICE

12.1. Except as explicitly stated otherwise, any notices shall be given by email to info@icscredit.co.za (in the case of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD) or to the e-mail address you have provided to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD (in your case), or such other address that has been specified.

12.2. Notice shall be deemed given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to INTERACTIVE CREDIT SOLUTIONS (PTY)LTD. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.

12.3. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”.

12.4. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

13. GENERAL CLAUSES

13.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

WWW.ICSCREDIT.CO.ZA

13.2. This Website and Application is controlled, operated, and administered by INTERACTIVE CREDIT SOLUTIONS (PTY)LTD from its offices within the Republic of South Africa. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD makes no representation that the content of the Website and Application is appropriate or available for use outside of South Africa. Access to the Website and Application from territories or countries where the content of the Website and Application is illegal is prohibited. Users may not use this Website and Application in violation of South African export laws and regulations. If the user accesses this Website and Application from locations outside of South Africa, that user is responsible for compliance with all local laws.

13.3. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD does not guarantee continuous, uninterrupted, or secure access to our services, as operation of our Website and Application may be interfered with as a result of a number of factors which are outside of our control.

13.4. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

13.5. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

13.6. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of INTERACTIVE CREDIT SOLUTIONS (PTY)LTD

13.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

13.8. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

13.9. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

13.10. These Terms set forth the entire understanding and agreement between INTERACTIVE CREDIT SOLUTIONS (PTY)LTD and you with respect to the subject matter hereof.

14. MEMBERSHIP BENEFITS OF INTERACTIVE CREDIT SOLUTIONS (PTY)LTD

14.1. The use of the INTERACTIVE CREDIT SOLUTIONS (PTY)LTD membership benefits is subject to certain Terms and Conditions. These Terms and Conditions, by notice on the Website or any other format, whether signed or not by you, take effect when we provide services to you, irrespective of whether or not there is a signed agreement in place with you.

14.2. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD offers the MaximAssist Life Enhancement Plan. Members of the plan are entitled to the following services:

- 14.2.1. Credit Profile Assist
- 14.2.2. Financial Wellness Assist
- 14.2.3. Personal Loan Assist
- 14.2.4. Grocery Vouchers Assist
- 14.2.5. Debt Assessment Assist

14.3. In most instances, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is an agent or a representative of service providers. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD MaximAssist Life Enhancement Plan is attainable upon the mandatory benefits of the above plans.

14.4. There is a once-off fee of R269 (Two Hundred and Sixty-Nine Rand) and thereafter a monthly membership fee of R169 (One Hundred and Sixty-Nine Rand) a month. Such fee includes our 5 (five) benefits and will be deducted from your account on or around your next salary date.

14.5. Please note that the abovementioned fee will be charged regardless of the outcome of your loan application. We will deduct this fee directly from your bank account with the account details that you have provided via a debit order, processed by NuPay, and confirmed by the DebiCheck system. If there are insufficient funds in your bank account on your debit order date, we may track your account for a period of 7 (seven) days.

14.6. By affixing these terms and conditions on our Website, you have the responsibility to ensure that you have read and understand the Terms and Conditions. By entering into any agreement for services with us, whether written or verbal, you confirm that you understand these Terms and Conditions and give INTERACTIVE CREDIT SOLUTIONS (PTY)LTD permission to debit your account.

14.7. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD will not be held liable for you not having read and understood the Terms and Conditions.

15. PERSONAL LOAN APPLICATIONS

15.1. Members applying for personal loans via INTERACTIVE CREDIT SOLUTIONS (PTY)LTD must take note of the following:

15.1.1. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD will attempt to find the loan that best suits your needs by dealing with carefully selected South African lenders and/or loan brokers.

15.1.2. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD makes an effort to find you a lender/broker that is prepared to lend you the amount you require. If this is not possible, we will refer you to a lender/broker that most closely matches your specified requirements. However, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is indemnified from any damages and/or loss sustained by you from any communications with the abovementioned third party.

15.1.3. By allowing us to apply for a loan via our loan benefits options, you give us permission to pass your details onto these lenders/brokers should it be necessary to do so. This will be done in line with the Protection of Personal Information Act, and with your consent. Where you refuse to provide us with consent, we have the right to terminate our mandate with you.

15.1.4. While we make every effort to get you the loan you want, we cannot guarantee success. The granting of loans is influenced by numerous factors, including affordability and your personal credit profile. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD is indemnified for damages following from this process.

15.1.5. The joining fee and ongoing membership subscriptions will be charged regardless of the outcome of your loan application.

WWW.ICSCREDIT.CO.ZA

15.2. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD uses a third-party collections agent, Nupay, therefore, their name, along with your unique ICS reference number, will be referenced on your bank statement.

15.3. We will only deduct the funds from your account if your application for our services has been accepted and processed.

16. LIMITATIONS ON MEMBERSHIP

16.1. Any benefits and assistance available via the ICS MaximAssist Life Enhancement Plan will only be provided if your account is in good standing (i.e. paid up to date). Should payment not be made by you, all services and/or products would be suspended. INTERACTIVE CREDIT SOLUTIONS (PTY)LTD reserves the right to start your membership from scratch should payments not be made, and you may lose benefits which had accrued to you.

17. CONSENT TO CREDIT CHECK

17.1. By signing up for our MaximAssist Life Enhancement Plan you give us consent to perform credit checks using your identity number with any, or all, of the major South African credit bureaus, to determine your eligibility for certain services and benefits

17.2. It is not always possible for us to email you a formal consent form, hence these Terms and Conditions enclose automatic consent to perform credit checks. Our application process does have an electronic consent form, however, any technical and/or administrative fault in capturing the relevant consent does not invalidate consent by you.

18. CONFIDENTIALITY

18.1. The personal information we collect about you is solely for the purpose of creating and maintaining your INTERACTIVE CREDIT SOLUTIONS (PTY)LTD plan membership and the use thereof will be in accordance with our privacy policy.

18.2. Where we disclose your personal information to our agents, sub- contractors and/or third parties for these purposes, the agent, sub-contractor and/or third parties in question will be obligated to use that personal information in accordance with these Terms and Conditions and our privacy policy, and in accordance with the Protection of Personal Information Act.

18.3. We may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and to establish, exercise, or defend our legal rights.

19. CANCELLATION POLICY AND COOLING-OFF PERIOD

19.1. If you would like to cancel this application for whatever reason, you will have a cooling-off period of 7 (seven) calendar days from date of signing up for the membership to cancel such membership with no financial implications.

19.2. If, however, you cancel your membership at any point outside this cooling-off period, you will be:

19.2.1. required to provide us with 1 (one) calendar months written notice of your intention to do so; and

19.2.2. charged a reasonable cancellation fee of R79 (Seventy-Nine Rand) for cancellation of your membership.

19.3. Upon cancelling the application, there may be certain documents required to be signed by you. Should INTERACTIVE CREDIT SOLUTIONS (PTY)LTD not receive these documents, INTERACTIVE CREDIT SOLUTIONS (PTY)LTD may continue with the application.

20. COMPLAINTS PROCESS

20.1. As per the requirements of the Consumer Protection Act 68 of 2008, if you are dissatisfied with our service, you must lodge any complaint in writing to customer@icscredit.co.za. We shall handle your complaint in a timely and fair manner and take steps to investigate and respond thereto promptly.

20.2. We strive to resolve all complaints within 72 (seventy-Two) hours from date of receipt.

WWW.ICSCREDIT.CO.ZA

20.3. Customer satisfaction is vital to us and has been one of the aspects of our ongoing success.

20.4. Feedback on our service is always welcomed (both negative and positive) and we'd appreciate it if you would please refer initial problems (if any) to Ashika or Uveshan Moodley.

WWW.ICSCREDIT.CO.ZA