

## **DEFINITIONS**

"VeriCred Collections" means VeriCred Credit Bureau (Pty) Ltd, a private company, with limited liability, duly registered and incorporated as such in accordance with the laws of the Republic of South Africa.

"this web site" means [www.vericredonline.com](http://www.vericredonline.com)

"user" means any person accessing any part of this web site

## **DISCLAIMER**

The contents of these web pages are provided for general information and without any endorsement or guarantee of quality by VeriCred Collections, unless specifically indicated to the contrary. Every effort has been made to provide the most current, correct and useful information. Inadvertent errors may occur, however, and VeriCred Collections cannot be held responsible for any errors, inaccuracies or omissions.

Subject to the provisions of sections 43 (5) and 43 (6) of the ECT Act, if applicable, and as far as all owed by law, VeriCred Collections shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

- a. access to this web site;
- b. access to web sites linked to this web site;
- c. inability to access this web site;
- d. inability to access web sites linked to this web site;
- e. content available on this web site;
- f. services available or advertised on this web site;

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## **PRIVACY POLICY**

THIS WEB SITE COMPLIES WITH THE VOLUNTARY PRIVACY PRINCIPLES CONTAINED IN THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002, ("ECT Act").

This Privacy Policy forms part of the Terms and Conditions of Use of this web site.

### **Collection of personal data**

Where personal information (such as the user's name, address, telephone number and e-mail address) is submitted to the web site by the user (e.g. through sending an e-mail) the following principles are observed in the handling of that information:

This web site collects, processes and stores only such personal information regarding users as is necessary to provide the services offered. The specific purpose for which information is collected is apparent from the context in which it is requested. This web site will not use the personal information submitted for any purpose other than the efficient provision of services, including this web site, without obtaining the prior written approval of the user or unless required to do so by law.

This web site will keep records of all personal information collected and the specific purpose for which it was collected for a period of one year from the date on which it was last used.

This web site will not disclose any personal information regarding a user to any third party unless the prior written agreement of the user is obtained or the web site is required or permitted to do so by law. If information is released with the user's consent this web site will retain a record of the information released, the third party to whom it was released, the reason for the release and the date of release, for a period of one year.

This web site will destroy or delete any personal information which has become obsolete.

Note that, as permitted by the ECT Act, this web site may use personal information collected to compile profiles for statistical purposes and trade in these profiles. No information contained in the profiles or statistics will be able to be linked to any specific user.

### **Collection of anonymous data**

In order to provide the best possible service, this web site uses standard technology to collect information about the use of this site. This technology is not able to identify individual users but simply allows this web site to collect statistics. This web site utilizes temporary or session cookies that collect the first level domain name of the user. This means that if the e-mail address is user@email.com, the cookie will collect the "email.com" part of the address.

Cookies are small pieces of information sent to the user's browser and stored on the user's hard drive. Temporary or session cookies expire and are deleted when the browser is closed.

Cookies by themselves cannot be used to personally identify users.

If necessary users can alter the manner in which their browser handles cookies.

### **Links to other web sites**

We have no control over and accept no responsibility for the privacy practices of any third party sites to which hyperlinks may have been provided and we strongly recommend that users review the privacy policy of any site they visit before using it further.

### **Security**

While reasonable measures are taken to ensure the security and integrity of information submitted to this site, VeriCred Collections can not under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the intentional or accidental release of information by an employee of VeriCred Collections or any third party.

VeriCred Collections is under no legal duty to encrypt any content or communications from and to this web site and is also under no obligation to provide digital authentication of any page on this web site.

Users are expressly prohibited from delivering and damaging code such as computer viruses to this web site, whether negligently or otherwise.

Any user who commits an offence as outlined above and in terms of section 85 to 88 of the ECT Act will hold VeriCred Collections harmless against any and all liability, damages and losses that VeriCred Collections may suffer as a result thereof. Any user who commits said offence will also be criminally prosecuted.

### **Intellectual Property Rights and Domain Name Use**

All intellectual property on this web site, including but not limited to content, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to VeriCred Collections and as such, are protected from infringement by domestic and international legislation and treaties. All rights to intellectual property on this web site are expressly reserved.

## **Disclosures required by section 43 of the ECT Act**

Access to the services and content available from this web site is classified as “electronic transactions” in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and VeriCred Collections has the duty to disclose the following information:

- a. The full name and legal status of the web site owner: **VeriCred Credit Bureau (Pty) Ltd**
- b. Street address: **10 Clark Street, Potchefstroom, 2531.**
- c. Postal address: **PO Box 2586, Potchefstroom, 2520.**
- d. Physical address for receipt of legal service: **10 Clark Street, Potchefstroom, 2531.**
- e. Main business: **Debt Recovery.**
- f. The website address of the VeriCred Collections website is: [www.vericredonline.com](http://www.vericredonline.com)

## **Alternative Dispute Resolution**

All disputes that may arise through the use or accessing of this web site by any user shall be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa and the arbitration will be held in Potchefstroom, Northwest Province.

## **Changes and Amendments**

VeriCred Collections expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- a. Change these terms and conditions;
- b. Change the content of this web site;
- c. Remove or add any content;
- d. Change the software and hardware requirements to access this web site.

## **Interception of Communications**

Subject to the provisions of the Regulation of Interception of Communications (RIC) Act, 70 of 2002, the user agrees that VeriCred Collections have the right to intercept, block, filter, delete, read, use and disclose all communications send by the user to this web site.

Subject to the provisions of the ECT Act, the user agrees and acknowledges that the consent provided by the user above satisfies the “writing” requirement.

## **Agreement in terms of section 21 of the ECT Act**

The user and VeriCred Collections agree that:

- a. the user shall be bound to these terms and conditions and such agreement is concluded in Potchefstroom at the time the user enters this web site for the first time;
- b. data messages (as defined in the ECT Act) addressed by the user to VeriCred Collections shall be deemed to have been created and sent by the user from within the geographical boundaries of South Africa;
- c. data messages addressed by the user to VeriCred Collections shall only be deemed to have been received by VeriCred Collections if VeriCred Collections responds thereto.
- d. electronic signatures, encryption and/or authentication are not required for valid electronic communications between the user and VeriCred Collections.
- e. the user agrees and warrants that data messages that are sent to VeriCred Collections from a computer, IP address or mobile device normally used by or owned by the user, was sent and / or authorized by the user personally.

## **Applicable and Governing Law**

This web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use this web site, its content, services and these terms and conditions.