



NUTUN

Digital Business Services

Credit Health

AUTHENTIFI™

PRODUCT TERMS



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Digital Business Services

CONFIDENTIAL OR PROPRIETARY INFORMATION

The Customer respects the confidentiality of any documents or material that NUTUN Credit Health (NCH) provides as part of the project and/or current agreement. As such The Customer, its employees and/or representatives at any time, must treat any information, documents, materials, knowledge, expertise, trade secrets and proprietary interests vesting in and belonging to NCH as disclosed herein, and this may not be used or disclosed to any third party for any reason whatsoever.

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Document Objective

This document was created to provide the Customers of NUTUN Credit Health (NCH) with the Product related terms relevant to the AUTHENTIFI™ platform:

Document Control

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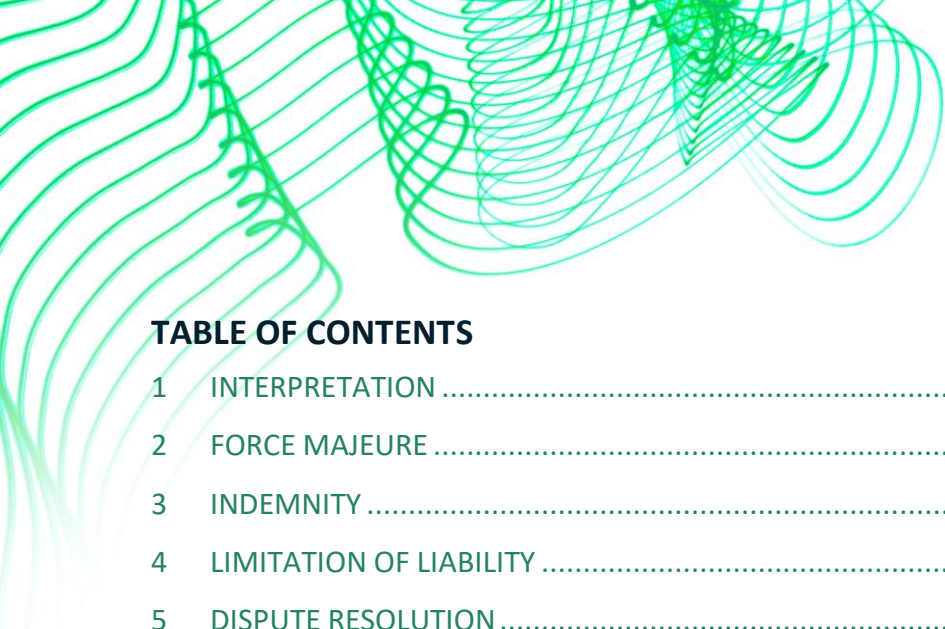


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STANDARD TERMS AND CONDITIONS: AUTHENTIFI™

1 INTERPRETATION

Words and expressions defined in the written AUTHENTIFI™ service agreement shall bear the same meanings in these Standard Terms and Conditions. The following interpretational provisions apply to the Agreement:

- 1.1 Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.2 If any amount is required to be paid in terms of the Agreement on a day which is not a Business Day then such payment shall occur on the next Business Day.
- 1.3 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.4 The use of the word "including" followed by a specific example/s shall be construed as being by way of example or emphasis only and shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 The words "other" and "otherwise" shall not be construed eiusdem generis with any preceding words where a wider construction is possible.
- 1.6 Without prejudice to any other provision of the Agreement, any successor-in-title, including any executor, heir, liquidator, business manager practitioner, curator or trustee, of any party shall be bound by the Agreement as fully and effectually as if they had signed the Agreement in the first instance and reference to any party shall be deemed to include any successor-in-title.
- 1.7 The expiration or termination of the Agreement shall not affect those provisions of the Agreement which expressly provide 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 the fact that the clauses themselves do not expressly provide this.
- 1.8 In its interpretation (the Agreement being the product of negotiations between the Parties), the Agreement shall not be construed in favour of or against any party by reason of the extent to which any Party or its professional advisors participated in the preparation of the Agreement.
- 1.9 Recordals shall be binding on the Parties and are not merely for information purposes.
- 1.10 The clause headings in the Agreement have been inserted for convenience only and shall not be considered in its interpretation.
- 1.11 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.12 Expressions defined in the Agreement shall bear the same meanings in schedules or annexures to the Agreement that do not themselves contain their own conflicting definitions, and the provisions of the Agreement shall mutatis mutandis apply to all schedules or annexures.
- 1.13 The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.



2 FORCE MAJEURE

- 2.1 Neither Party shall be liable for a failure to perform any of its obligations insofar as it proves –
 - 2.1.1 that the failure was due to an impediment beyond its control;
 - 2.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of the Agreement; and
 - 2.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.
- 2.2 An impediment, as aforesaid, may result from events such as the following, this enumeration not being exhaustive –
 - 2.2.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, epidemics and pandemics;
 - 2.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - 2.2.3 explosions, fires, destruction of machines, factories and any kind of installation;
 - 2.2.4 boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and premises and work stoppages; or
 - 2.2.5 acts of authority, whether lawful or unlawful, apart from which the Party seeking relief has assumed the risk by virtue of any other provisions of the Agreement.
- 2.3 For the purposes of this clause "impediment" does not include lack of authorisations, licenses, permits or approvals necessary for the performance of the Agreement to be issued by the appropriate public authority.
- 2.4 Relief from liability for non-performance by reasons of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 30 (thirty) days either of the Parties shall be entitled to terminate the Agreement. Any termination of the Agreement in terms of this clause [6.11](#) shall be without prejudice to the Client's obligation to make any payment to NCH which arose prior to such termination and it is agreed that the following shall not constitute a Force Majeure Event: (a) shortage of cash; (b) any inability or failure to pay money; (c) any inability to raise finance.

3 INDEMNITY

The Client hereby indemnifies NCH against all or any claims made against it as a result of the failure by the Client or its directors, officers, employees, agents, assignees or sub-contractors to comply with the terms and conditions of the Agreement and/or as a result of the interception of any data transmitted by the Client to NCH or vice versa, and/or as a result of any of the circumstances referred to in clause [4.1](#) below.



4 LIMITATION OF LIABILITY

- 4.1 Save as otherwise provided for in the Agreement, it is expressly agreed that NCH shall not be liable for any damages whatsoever, whether direct or indirect, consequential or otherwise, or loss of any kind whatsoever suffered by the Client, howsoever arising, including but not limited to:
 - 4.1.1 inadvertent damage, corruption or loss of the Client's data, provided always that NCH shall take reasonable steps to mitigate such damage, corruption or losses. It remains the Client's responsibility to maintain appropriate alternate backup of the Client's information and data;
 - 4.1.2 any loss or damage resulting from the Client's failure to use or maintain the prescribed hardware or software in conjunction with the Product;
 - 4.1.3 any loss or damage resulting from internet or server downtime.
- 4.2 Notwithstanding the provisions of clause [4.1](#), NCH shall be liable for any direct damages sustained by the Client where such damages are attributable to NCH's wilful misconduct or gross negligence.
- 4.3 The liability of NCH for any direct damages contemplated in clause [4.2](#) shall be limited in all instances to an amount equal to the last monthly fee paid by the Client prior to the events which gave rise to the Client's claim for any direct damages contemplated in clause [4.2](#).

5 DISPUTE RESOLUTION

- 5.1 Any dispute arising out of the Agreement or the interpretation thereof, both while in force and after its termination, shall be resolved by way of informal alternative dispute resolution procedures involving in the first instance an attempt at negotiated settlement conducted by the Parties respective Chief Executives. If, after having been so referred, the dispute is not resolved within a maximum of 14 (fourteen) days, such dispute shall be referred to arbitration in accordance with the then current Rules of the Arbitration Foundation of Southern Africa (AFSA) ("the Rules"). Each Party agrees that the Arbitration will be held as an expedited arbitration in Sandton in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision.
- 5.2 If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Secretariat of AFSA. The provisions of this clause constitute an irrevocable consent by the Parties to submit to arbitration, are severable from the rest of the Agreement and shall remain in effect despite the termination of or invalidity or alleged invalidity for any reason of the Agreement or any part thereof and shall not preclude either party from instituting any injunctive proceedings in any appropriate court.
- 5.3 Unless the Parties have in writing instructed the AFSA Secretariat otherwise at any time before the final award is given, there shall be no right of appeal from the award. In cases where the AFSA Secretariat has been instructed otherwise, the appeal provisions contained in Article 22 of the AFSA Rules for Commercial Arbitrations will apply.



6 PRODUCT SPECIFIC TERMS AND CONDITIONS: AUTHENTIFI™

6.1 Nature of the AUTHENTIFI™ Product

6.1.1 The AUTHENTIFI™ report comprises a set of data elements, as determined from time to time, relating to an individual (hereafter referred to as a “Data Subject”) that are populated, validated and or enhanced for accuracy and completeness by NCH. This is enabled by obtaining selected information held by various accredited credit bureaus, making use of account validation services held as offered by participating banks and cross-referencing or procuring transactional data sources held by certain subsidiaries of NUTUN Digital Business Services (Pty) Ltd (the “Relevant Group Companies”). All terms defined in the Protection of Personal Information Act, No. 4 of 2013, as amended (“POPI”), shall bear a corresponding meaning in these terms and conditions unless otherwise defined herein.

6.2 Responsible Party Obligations

6.2.1 By requesting NCH to obtain an AUTHENTIFI™ report in respect of a Data Subject (“Validation Report”) you agree to be bound by the terms and conditions set out in this document.

6.3 Operating Territories

6.3.1 A Validation Report is only available for distribution exclusively in the Republic of South Africa (“South Africa”). You may not request a Validation Report if you are located outside of South Africa and any dissemination of a Validation Report or any personal information contained in such report outside the borders of South Africa is strictly prohibited.

6.4 Designated Users Access

6.4.1 The Client and the individual issuing a request for a Validation Report via any system through which the Validation Report can be sourced warrant that he/she is an authorised “user” in that he/she has been authorised by the Client on whose behalf he/she is making such request (“the Responsible Party”) to make such request in the manner prescribed by NCH in this document (“User”) and that he/she is authorised to provide the undertakings and warranties granted by the Responsible Party hereunder and that he/she shall be personally liable to the true User, the Responsible Party, the Data Subject and NCH should they have impersonated the true User for any reason and caused any of the aforementioned persons any damage as a result thereof as well as being liable to prosecution to the extent that the impersonation constitutes a criminal act.

6.5 Consumer Consent

The Client warrants that:

6.5.1 it has obtained the Data Subject’s express, informed and voluntary prior written consent (the manner and form of which may be prescribed by NCH from time to time) (“the Data Subject Consent”); alternatively

6.5.2 it is requesting the Validation Report for: (i) a purpose prescribed by the National Credit Act No. 34 of 2005 and regulations thereto (“NCA”); (ii) or a purpose contemplated in the NCA, both in accordance with section 70(2)(g) of the NCA (“Prescribed Purpose”), provided that a Client may only rely on a Prescribed Purpose when utilising AUTHENTIFI's™ bank account verification or liveness report functions,

- 6.5.3 to request, view, download and otherwise access the Validation Report and for (i) NCH to exchange and process such Data Subject's personal information with other credit bureaus, banks and the Relevant Group Companies, for the purpose of providing the Client with the consolidated AUTHENTIFI™ Report and (ii) for the Relevant Group Companies, banks and other credit bureaus to share all personal information in their possession in respect of such Data Subject for purposes of NCH preparing the AUTHENTIFI™ Report and that it will notify the customer of the NCH privacy policy, located on NCH's website.
- 6.6 Proof of the Data Subject Consent or the Prescribed Purpose may be requested from the Responsible Party by NCH at any point in time and must be provided as soon as reasonably possible but in any event within such time as is necessary for NCH to comply with any regulatory obligations.
- 6.7 If NCH issues a Validation Report and it is subsequently determined that the Data Subject to which the Validation Report relates did not provide the Data Subject Consent or that Validation Report was not requested for a Prescribed Purpose, the Responsible Party hereby indemnifies NCH, the Relevant Group Companies and any entity related or inter-related to such entities, as well as all of the respective, directors, employees, agents and consultants of the aforementioned entities ("the Indemnified Parties") against any damage which may be suffered by any of them as a result of the relevant Data Subject Consent not having been obtained or due to the Validation Report not being requested for a Prescribed Purpose, and such damages shall include but shall not be limited to any contractual, delictual damages as well as damages arising from any regulatory penalties and/or fines.
- 6.8 Data Accuracy
- 6.8.1 As stated, elements of the Validation Report are based on information sourced by NCH from third party registered credit bureaus as well as from information sourced from the Relevant Group Companies.
- 6.8.2 NCH shall be responsible to ensure that it sources information for a Validation Report in respect of the correct Data Subject but NCH accepts no responsibility or liability whatsoever with regards to the accuracy of the information that is received from third party registered credit bureaus and which is utilised by it in the compilation of the Validation Report.
- 6.8.3 Furthermore, while NCH shall take all reasonable commercial steps to ensure that information which it sources from Relevant Group Companies is a true reflection of the information stored in the records of such companies, neither NCH nor any of the other Indemnified Parties warrants the accuracy of such information, that such information shall be fit for the purpose for which it is requested or that it shall increase the Responsible Party's ability to contact the relevant Data Subject or recover any debts owing by such Data Subject to the Responsible Party.
- 6.8.4 In this regard, the Responsible Party acknowledges that because of its nature, the Validation Report constitutes a good faith recommendation from the NCH and cannot be viewed as a warranted statement of fact. While NCH believes that the contents of the Validation Report will be of commercial value to the Responsible Party, provided the information set out therein is appropriately applied and utilised, the Responsible Party must apply the contents of the Validation Report at its own risk.
- 6.8.5 The Responsible Party waives any claim that it may at any time have against the Indemnified Parties arising from the inaccuracy of the information contained in the Validation Report or howsoever otherwise arising as a result of the Responsible Party's reliance on the contents of the Validation Report.

6.9 No Unlawful or Prohibited use

6.9.1 As a condition of the access and use of the AUTHENTIFI™ report, the Responsible Party warrants to NCH that it will not use AUTHENTIFI™ for any purpose that is unlawful or prohibited by these terms, conditions, notices and any applicable laws. The Responsible Party shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to the Responsible Party through AUTHENTIFI™. Accordingly, the Responsible Party shall not directly or indirectly engage or attempt to engage in any process commonly known as “scraping” to obtain any materials or information from any website or database operated by NCH.

6.10 Third Party Platforms

6.10.1 The Client may elect to receive the Validation Report and other NCH services via a third-party platform appointed by the Client from time to time (“Third Party Platform”), subject to certain conditions which the NCH may impose, including, but not limited to, the carrying on of a due diligence investigation on the Third-Party Platform and the conclusion by the operator of the Third-Party Platform of a non-disclosure agreement. In such instances, the NCH shall collaborate and co-operate with the Client and the Third-Party Platform in respect of any integration requirements of the Client, for the purposes of the Client receiving the Validation Report and other NCH services via the Third-Party Platform (“Integration”). Any costs associated with the Integration shall be agreed between the Client and NCH in writing prior to such Integration. The Client hereby indemnifies and holds harmless NCH in respect of any claim made against NCH, by any party, as a result of any act or omission by the operator of the Third-Party Platform in relation to the Integration, the Validation Reports or the services generally rendered by NCH to the Client via the Third-Party Platform and NCH shall bear no responsibility or liability in relation thereto. The use of a Third-Party Platform by the Client shall in no way absolve or diminish the obligations of the Client in terms of this Agreement or in law.

6.11 Data Management

- 6.11.1 NCH and the Relevant Group Companies will use all reasonable efforts to safeguard the Data Subject’s information and shall not to share the Data Subject’s information with any unauthorised third party without express authority as provided by the Responsible Party, or in accordance with NCH’s and the Relevant Group Companies’ respective Privacy Policies and generally to comply with their obligations as Operators.
- 6.11.2 NCH and the Relevant Group Companies have established and maintain the security measures referred to in section 19 of POPI and will notify the Responsible Party immediately where there are reasonable grounds to believe that the personal information of a Data Subject has been accessed or acquired by any unauthorised person.
- 6.11.3 NCH will use only the minimum information required to positively identify the Data Subject in applying for the Data Subject’s selected information from the accredited credit bureaus.
- 6.11.4 NCH reserves the right to organise the data obtained for purposes of providing a Validation Report in such a manner that it can profile and categorise the information for business intelligence purposes.
- 6.11.5 The Responsible Party agrees that NCH may record the IP address of any person that requests an AUTHENTIFI™ Report and use such information, and any other information available to NCH, to trace such person if NCH has reason to believe that such person has impersonated an authorised user of the product.



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6.11.6 NCH will make the results of the Validation Report available to the Responsible Party via an appropriate medium for so long as permissible in terms of applicable legislation or such shorter period as may be notified to the Responsible Party from time to time in accordance with the operational requirements of NCH.

6.12 Termination and/or Access Restriction

6.12.1 NCH reserves the right, in its sole discretion, to change the features of the AUTHENTIFI™ Report or to terminate access to AUTHENTIFI™ and the related services or any portion thereof, at any time, upon written notice to the Responsible Party or the User.



7 PRODUCT SPECIFIC TERMS AND CONDITIONS: REGISTERED COMMUNICATIONS

7.1 Nature of the Registered Communications product

7.1.1 The Registered Communications product provides a certified electronic communication service, which: (i) ensures complete chain-of-custody; (ii) validates the communication between parties; and (iii) ensures that communications are tamper-proof, as more fully described in clauses [7.2](#) and [7.3](#).

7.2 Registered SMS

7.2.1 makes available to the user its telecommunication network to deliver a short message service (SMS) addressed to a mobile phone number,

7.2.2 issues a digitally signed document (Registration Certificate) in accordance with the relevant legislative requirements, which includes a certified date and time stamp, sender and receiver metadata, the message contents and delivery details.

7.3 Registered Email

7.3.1 receives, routes and delivers an email from the sender to one or more recipients,

7.3.2 registers the message,

7.3.3 issues a digitally signed document (Registration Certificate) in accordance with the relevant legislative requirements, which includes certified date and time stamp, sender and receiver metadata, the message contents and delivery details.

7.4 Services and Process

7.4.1 Registered Email: Registered Emails can be sent individually via the existing internal email platform, or via a 3rd party bulk email platform.

7.4.2 The Client will prepare and compile the email messages to be sent to the selected recipients.

7.4.3 If following a manual distribution process, the Client will include 'mail@registered.registeredcom.com' in the CC address field of each email.

7.4.4 The Client shall ensure that the relevant email message contains a Recipient Address, Subject Line (e.g., a unique reference relating to the Recipient), Email Body and/or Email Attachment(s).

7.4.5 Registered SMS: Customer and/or Sender will prepare and compile the SMS messages to be sent to the selected recipients.

7.4.6 Registered SMSs can be sent via the designated portal, or via a 3rd party bulk SMS platform (Client development may be required).

7.4.7 Electronic File Size Limits

7.4.8 A single Registered Email should be less than 15MB, including all email headers and attachments. Registered Emails larger than 15MB will consume one credit per 15MB, or part thereof, to a maximum size of 20MB.

7.4.9 A single Registered SMS should be less than 600 characters. Registered SMSs larger than 600 characters will consume one credit per 600 characters, or part thereof.

7.5 Reporting and Certificates

7.5.1 The Registration Certificates for both Registered Emails and Registered SMSs will be available to the Client within 24 hours following the confirmed distribution of the relevant messages.

7.5.2 The Registration Certificates will be made available via API and delivered to the designated.

7.6 Fees

7.6.1 Fees are subject to change which shall be communicated to the Client on 30 days' written notice.

7.7 Warranties

NCH warrants that:

- 7.7.1 it will limit access to the personal information contained in the Registered Emails/SMSs sent by the Client only to staff members who are involved in rendering the services;
- 7.7.2 the solution is legally compliant with, inter alia, the provisions of the National Credit Act (34 of 2005), and the Electronic Communications and Transactions Act (25 of 2002) in relation to the sending of registered communications; and
- 7.7.3 the solution does not infringe any third parties' rights and that it obtained all licenses and permits required.

8 PRODUCT SPECIFIC TERMS AND CONDITIONS – TRUID

- 8.1 NCH shall make truID (Pty) Ltd's ("**truID**") proprietary bank account information services available to the Client for the purpose of the Client collecting and viewing data in respect of data subjects who are Client's customers and/or potential customers ("**truID Services**").
- 8.2 Each set of data collected by way of truID Services is stored on NCH's platform for a period of 72 hours, after which such data shall no longer be available.
- 8.3 Client acknowledges and agrees that: (a) collection of data from data subjects is subject to truID obtaining each data subject's permission to do so for the purpose associated with such collection; (b) truID shall be excused from performing the truID Services in respect of a data subject to the extent permission is refused; and (c) the balance of truID Services shall remain unaffected.
- 8.4 Client acknowledges that any disruption to or interruption in the truID services provided by any technology hosting and/or communications supplier and/or any bank (and for the purposes hereof the term "bank" shall bear the meaning assigned thereto in the Banks Act, 1990) shall result in a disruption and interruption in the truID Services and no breach shall be incurred in respect of any such disruption or interruption.

9 GENERAL

- 9.1 The Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter thereof.
- 9.2 No addition to or variation, consensual cancellation or novation of the Agreement and no waiver of any right arising from the Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.
- 9.3 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from the Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from the Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.



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10 CONTACT US

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