

**WELLTEC GROUP TERMS OF USE  
(GENERAL, WEBSITE, EMAIL, SMS, WATSAPP AND ELECTRONIC COMMUNICATIONS)**


**1. INTRODUCTION AND ACCEPTANCE**

- 1.1 These Terms of Use (“Term”) govern your access to and use of all websites, mobile applications, digital platforms, portals, software platforms and all electronic communication channels operated by the Welltec Group (“the Platforms”).
- 1.2 By accessing, browsing, or registering on the Platforms, you acknowledge that you have read, understood and agreed to be legally bound by these Terms.
- 1.3 If you do not agree to these Terms, you must immediately cease use of the Platforms and associated services.
- 1.4 These Terms must be read together with:
- ❖ Privacy Notice (Available on the website)
  - ❖ PAIA Manual (Available on the website)
  - ❖ Complaints Management Policy (Available from Compliance upon request)
  - ❖ Complaints Procedure (Available on the website)
  - ❖ TCF Policy (Available on request)
  - ❖ Information Security Policy Summary (available from Compliance, upon request)
- 1.5 These Terms are governed by the laws of the Republic of South Africa including but not limited to:
- ❖ the Protection of Personal Information Act 4 of 2013 (“POPIA”);
  - ❖ the Consumer Protection Act 68 of 2008 (“CPA”);
  - ❖ the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”);
  - ❖ the National Credit Act 34 of 2005 (“NCA”);
  - ❖ the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS”);
  - ❖ the Cybercrimes Act 19 of 2020;
  - ❖ the principles of Treating Customers Fairly (“TCF”);
  - ❖ applicable FSCA conduct standards;
  - ❖ NCR regulations;
  - ❖ the Financial Intelligence Centre Act 38 of 2001 (“FICA”);
  - ❖ PAIA;
  - ❖ direct marketing regulations;
  - ❖ electronic communications legislation; and
  - ❖ all other applicable laws, regulations and industry codes.

**2. GROUP STRUCTURE AND REGULATORY DISCLOSURE**

2.1 The Welltec Group includes but is not limited to:

<b>Entity Name</b>	<b>Type</b>	<b>Registration Number</b>
Welltec Group (Pty) Ltd	Private Company	2020/697030/07
Welltec Collections (Pty) Ltd	Private Company registered with Debt Collectors Association (CNo:00129290/25)	2025/102295/07
Repear Debt Restructuring (Pty) Ltd	Private Company registered with Debt Counsellors Association	2020/510765/07
Welltec Financial Services (Pty) Ltd	A registered Financial Service Provider (FSP No:50501)	2018/302982/07
Welltec Shared Services (Pty) Ltd	A registered Financial Service Provider (FSP No:49716)	2015/417493/07

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	<b>Authorised by:</b>	Exco	<b>Date:</b>	20 May 2026
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Welltec Finance Holdings (Pty) Ltd	A private company, New Holdco for all CP's NCRCP No issue still pending from NCR	2026/177609/07
Welltec Finance (RF)(Pty) Ltd	A registered Credit Provider (NCRCP No:12149)	2018/217419/07
Welltec Finance NR1(RF) (Pty) Ltd	A registered Credit Provider (NCRCP No:14194)	2020/789966/07
Welltec Finance NR2 (RF) (Pty) Ltd	A registered Credit Provider (NCRCP No:16236)	2021/973603/07
Welltec Finance (RF4) (Pty) Ltd	Registration as CP with NCR is in process.	2022/271621/07
Imas Welltec (RF) (Pty) Ltd	A registered Credit Provider (NCRCP No:16245)	2021/973627/07
Phakisa Welltec (Pty) Ltd	A registered Credit Provider (NCRCP No:14941)	2016/399403/07

2.2 Depending on the service, Welltec may act as:

- ❖ A Financial Services Providers (FSP);
- ❖ A Credit Provider (CP);
- ❖ A Debt collector;
- ❖ A Debt Counsellor;
- ❖ An intermediary, an introducer, a facilitator an agent or a principal between consumers and third-party providers

2.3 Welltec may facilitate applications between consumers and third-party providers and does not guarantee approval, product availability, pricing or acceptance unless expressly stated otherwise.

2.4 Regulatory Status

Regulatory registrations, licence numbers and accreditation details may change from time to time. Updated regulatory disclosures shall be made available on the Welltec website.

### 3. NATURE OF SERVICES


3.1 The Platforms may provide:

- ❖ Financial product comparisons and offers
- ❖ Credit-related services and assessments
- ❖ Debt restructuring and collection services
- ❖ Facilitation of applications to third-party providers
- ❖ affordability assessments;
- ❖ electronic application processing;
- ❖ lead generation services;
- ❖ financial wellness tools;
- ❖ marketing and referral services; and
- ❖ introductions to participating providers.
- ❖ Consumer Credit Bureaus information

3.2 You acknowledge and agree that:

- ❖ Final product approval is at the sole discretion of the relevant provider;
- ❖ Welltec does not underwrite products unless expressly stated otherwise;
- ❖ Any agreement for products/services is between you and the provider, unless expressly stated otherwise;
- ❖ Product eligibility remains subject to affordability, credit scoring, fraud checks, identity verification, sanction and AML screening and relevant regulatory requirements.

3.3 Any information displayed on the Platforms is provided for general informational purposes only and does not constitute:

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- ❖ Financial advice;
- ❖ Investment advice;
- ❖ Legal advice; or
- ❖ Credit advice, unless expressly stated otherwise by an authorised representative.

3.3.1 Where financial advice is provided, such advice shall only be rendered by duly authorised representatives acting under the relevant Financial Services Provider licence.

- 3.4 Calculations, quotations and indicative offers which may be displayed on the Platforms are estimates only and may change.
- 3.5 Welltec may receive commissions, referral fees or remuneration from participating providers.
- 3.6 If any third-party website, which is not under the direct control of Welltec, can be accessed from a link displayed on the Welltec website, Welltec shall not be responsible or liable for any content displayed on the third-party website.

#### **4. FAIR CUSTOMER TREATMENT AND COMPLAINTS MANAGEMENT**

##### **4.1 Treating Customers Fairly**

4.1.1 Welltec is committed to the principles of Treating Customers Fairly (“TCF”) and endeavours to ensure that customers are treated fairly throughout the customer relationship lifecycle.

4.1.2 The Welltec Group seeks to align its customer interactions with the six TCF Outcomes published by the Financial Sector Conduct Authority and shall periodically review its products, services, communications and complaints data to identify potential customer risks and outcomes.

4.1.3 The Welltec Group has adopted a Board approved TCF Policy (copy is available upon request from the compliance department) aimed at ensuring that:

- ❖ customers can be confident that they are dealing with entities where the fair treatment of customers is central to the corporate culture;
- ❖ products and services are designed to meet the needs of identified customer groups;
- ❖ customers receive clear, appropriate and not misleading information;
- ❖ customers receive suitable products and services;
- ❖ customers are provided with appropriate information before, during and after contracting;
- ❖ customers are not subjected to unfair barriers when changing products, submitting claims, lodging complaints or exercising their rights; and
- ❖ complaints and disputes are handled in a fair, transparent and effective manner.

##### **4.2 Complaints Management**

4.2.1 The Welltec Group has implemented a Board approved Complaints Management Policy and internal complaints resolution framework in accordance with:

- ❖ the Financial Advisory and Intermediary Services Act 37 of 2002;
- ❖ applicable FSCA conduct standards;
- ❖ the Consumer Protection Act 68 of 2008;
- ❖ the National Credit Act 34 of 2005; and
- ❖ principles of Treating Customers Fairly.


##### **4.3 Complaints Procedure**

4.3.1 If you are dissatisfied with any product, service, communication, direct marketing activity, or the processing of your personal information by the Welltec Group, you may lodge a complaint with the Welltec Group Compliance Department.

4.3.2 Complaints may be submitted via the contact details published on the Welltec website.

4.3.3 The Welltec Group will acknowledge, investigate and attempt to resolve complaints in a fair, transparent and timely manner in accordance with applicable legislation, internal governance standards and the principles of Treating Customers Fairly (“TCF”).

4.3.4 A detailed Complaints Standard Operating Procedure (“SOP”), setting out the complaints process, escalation procedures, applicable timelines and external dispute resolution

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mechanisms, is available on the Welltec website or upon request from the Compliance Department.

#### 4.3.5 Complaint Timeframes:

Complaints shall be acknowledged and managed within reasonable timeframes consistent with applicable legislation, regulatory requirements and internal governance standards.

#### 4.3.6 Root Cause Analysis:

The Welltec Group may conduct complaint trend analysis and root cause investigations to improve products, services and customer outcomes.

#### 4.3.7 Vulnerable Customers:

Additional assistance may be provided to vulnerable customers where reasonably required.

## 5. REGISTRATION, OTP VERIFICATION AND ELECTRONIC SIGNATURES

### 5.1 Registration on the Platforms may require:

- ❖ OTP verification;
- ❖ biometric verification;
- ❖ identity verification;
- ❖ electronic signatures; or
- ❖ digital authentication processes.

### 5.2 By completing OTP verification or electronically accepting these Terms, you:

- ❖ consent to the use of electronic signatures and electronic records;
- ❖ acknowledge that electronic acceptance constitutes legally binding consent under ECTA;
- ❖ confirm the accuracy of the information submitted.

### 5.3 Welltec may retain electronic records, OTP confirmations and audit logs as evidence of transactions and acceptance.

## 6. CREDIT BUREAU CONSENT

### 6.1 By registering on the Welltec Platforms and accepting these Terms, you are expressly, and explicitly consent and authorise Welltec and participating providers to:

- ❖ ~~To~~ access, obtain, and verify your credit profile and credit information from any registered credit bureau;
- ❖ ~~To~~ conduct affordability assessments as required under the National Credit Act;
- ❖ Verify your identity;
- ❖ ~~To~~ conduct fraud prevention checks;
- ❖ ~~To~~ perform credit checks (including soft and hard enquiries)

### 6.2 You acknowledge that:


- ❖ This consent applies at registration and during product application;
- ❖ Such enquiries may be recorded on your credit profile and/ may leave a footprint on your credit record;
- ❖ Credit bureaus information may be used for automated profiling and product matching;
- ❖ This consent shall apply for so long as reasonably necessary to provide the requested services, manage existing relationships, comply with legal obligations, or assess applications submitted by the consumer; and
- ❖ You further authorise credit bureaus to rely on this consent.

## 7. PERSONAL INFORMATION AND PRIVACY

### 7.1 Welltec processes all personal information in accordance with POPIA and all other relevant legislation.

### 7.2 Personal information may be transferred outside the Republic of South Africa where:

- ❖ the data subject consents;

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- ❖ the transfer is necessary for performance of a contract;
- ❖ the transfer is required by law; or
- ❖ the recipient jurisdiction provides an adequate level of protection substantially similar to POPIA.

7.3 Personal Information may be shared with:

- ❖ Credit bureaus;
- ❖ Service providers;
- ❖ Participating providers;
- ❖ Regulators;
- ❖ Payment processors;
- ❖ Fraud prevention agencies;
- ❖ Debt counsellors;
- ❖ Debt collectors; and
- ❖ Authorised third parties.

7.4 You have the right to:

- ❖ Access your personal information;
- ❖ Request correction;
- ❖ Request deletion where legally permissible;
- ❖ Object to processing of your personal information; and
- ❖ Withdraw marketing consent

7.5 Withdrawal of certain consents may result in suspension or termination of access to services.

7.6 A responsible Party:

The relevant Welltec Group entity providing the applicable service shall be the Responsible Party for purposes of POPIA. Where more than one Welltec Group entity participates in the processing of Personal Information, such entities may act as joint Responsible Parties or Operators, depending on the nature of the processing activity.

7.7 Information Officer:

The Welltec Group has appointed an Information Officer and Deputy Information Officers in accordance with POPIA and PAIA. Requests relating to personal information, access requests, objections, corrections, complaints or PAIA applications may be directed to the Information Officer using the contact details published on the Welltec website.

7.8 Special Personal Information:

Where necessary and lawful, Welltec may process Special Personal Information and Criminal Behaviour Information as contemplated in POPIA for purposes including identity verification, fraud prevention, debt counselling, debt collection, financial crime compliance, affordability assessments, legal proceedings and regulatory obligations.

7.9 Welltec may retain information as required:


- ❖ By law;
- ❖ For fraud prevention;
- ❖ For regulatory obligations;
- ❖ For dispute resolutions; or
- ❖ For legitimate business purposes.

## 8. COOKIES AND TRACKING TECHNOLOGIES

8.1 The Platforms use cookies, analytics technologies, pixels and similar tracking technologies ("Cookies").

8.2 Cookies may include:

- ❖ Strictly Necessary Cookies
- ❖ Functional Cookies

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- ❖ Analytics Cookies
- ❖ Advertising Cookies
- ❖ Social Media Cookies
- ❖ Fraud Prevention Cookies

8.3 Cookies may be used to:

- ❖ improve functionality;
- ❖ analyse usage;
- ❖ personalise content;
- ❖ detect fraud;
- ❖ support marketing;
- ❖ improve user experience.

8.4 Where required by law, Welltec shall provide users with a cookie consent management mechanism enabling acceptance, rejection or customisation of non-essential cookies.

8.5 **Cookie Withdrawal:**

Users may amend or withdraw cookie preferences at any time through available cookie settings or browser controls.

8.6 You may disable Cookies through your browser settings, although certain Platform functionality may become unavailable.

8.7 Cookie- related processing shall comply with POPIA, ECTA and applicable direct marketing legislation.

## 9. DIRECT MARKETING AND ELECTRONIC COMMUNICATIONS

9.1 By providing your contact details, you consent to receiving marketing communications from Welltec. Where Welltec shares your information with participating providers for marketing purposes, such sharing shall occur only where lawful and in accordance with POPIA and applicable consent requirements.

9.2 Marketing communications may occur through:

- ❖ email;
- ❖ SMS;
- ❖ WhatsApp;
- ❖ telephone;
- ❖ push notifications;
- ❖ automated systems; and
- ❖ other lawful electronic communication channels.

9.3 Direct marketing may relate to:


- ❖ credit products;
- ❖ insurance products;
- ❖ debt restructuring services;
- ❖ financial wellness products;
- ❖ promotions;
- ❖ educational material; and
- ❖ related services.

9.4 In accordance with POPIA, ECTA and CPA requirements:

- ❖ marketing communications shall identify the sender;
- ❖ recipients shall be provided with a simple and free opt-out mechanism;
- ❖ Welltec shall maintain records of consent;
- ❖ direct marketing shall not continue after opt-out requests;
- ❖ electronic marketing shall only occur where lawful consent exists or where permitted under applicable “soft opt-in” provisions.

9.5 Consumers may opt out at any time by:

- ❖ selecting unsubscribe options;

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- ❖ replying STOP;
- ❖ updating profile preferences; or
- ❖ contacting Welltec directly.

9.6 Consent Management:

Welltec shall maintain verifiable records of marketing consent, opt-outs, preference changes and communication histories for audit, regulatory and evidentiary purposes.

9.7 Existing Customer Marketing:

Where permitted by law, Welltec may market similar products or services to existing customers using contact details obtained in the context of a prior transaction, provided that customers are afforded an opportunity to opt out at the time of collection and with each subsequent communication.

9.8 WhatsApp and Social Media marketing:

Marketing conducted through WhatsApp, social media messaging platforms, chatbots or similar technologies shall comply with POPIA, ECTA, CPA and applicable platform rules. Automated marketing messages shall clearly identify Welltec and provide a simple mechanism for opting out.

9.9 Consent Withdrawal:

Withdrawal of marketing consent shall not affect the lawfulness of processing conducted prior to withdrawal.

9.10 Marketing Preference:

Welltec may provide customers with a preference management portal allowing customers to select communication channels and marketing categories.

9.11 Welltec shall comply with applicable restrictions relating to:

- ❖ spam communications;
- ❖ unsolicited electronic communications;
- ❖ prohibited contact times; and
- ❖ national opt-out registries.

## 10. AUTOMATED DECISION-MAKING AND PROFILING

10.1 Welltec and participating providers may use:

- ❖ automated systems;
- ❖ profiling tools;
- ❖ algorithms;
- ❖ AI-assisted processing; and
- ❖ credit scoring models for affordability assessments, fraud prevention, identity verification and product matching.

10.2 Such processing shall occur in accordance with POPIA and the National Credit Act.

10.3 Human Review: Where required by law or reasonably requested by a consumer, Welltec may facilitate a review of automated decisions that materially affect the consumer.


10.4 AI Governance: Welltec shall endeavour to implement reasonable governance measures designed to minimise unlawful discrimination, bias, unfair outcomes and inappropriate reliance on automated systems.

## 11. ACCEPTABLE USE

11.1 You may only use the Platforms for lawful purposes.

11.2 You may not:

- ❖ Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the Platforms - unless you have prior written authorisation from Welltec;
- ❖ Decompile, reverse engineer, or disassemble the Platforms, a linked website, or any software employed in the display or operation of the Platforms;

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- ❖ Post on or transmit to the Platforms content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage the image of Welltec or impair its ability to do business;
- ❖ Use the Platforms in a manner that could damage, disable, overburden, or impair any Welltec server (computer), or network connected to any Welltec server, or interfere with any other party's use of the Welltec Platforms;
- ❖ Interfere with any content displayed on the Welltec Platforms or attempt or gain unauthorised access (without written consent from Welltec) to the information displayed on the website to which you may not be authorised, or to any secure area on the Platforms, a Welltec server or any other part of the Welltec information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Welltec Platforms or to gain access to information or any part of the Welltec information system to which you are not authorised, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- ❖ Create a link from another website to the Welltec Platforms, or any of the web pages which constitute the Welltec Platforms, without prior written consent from Welltec; and
- ❖ Frame the Platforms or any of its pages, and/or channels without prior written consent from Welltec.

## 12. SECURITY

12.1 You are responsible for:

- ❖ maintaining password confidentiality;
- ❖ safeguarding OTPs;
- ❖ securing your devices;
- ❖ preventing unauthorised access to your accounts.

12.2 You must immediately notify Welltec of:

- ❖ suspected fraud;
- ❖ phishing;
- ❖ identity theft;
- ❖ compromised credentials;
- ❖ unauthorised transactions.

12.3 Cybersecurity and Incident Response

The Welltec Group maintains cybersecurity controls, monitoring systems and incident response procedures designed to protect customer information and support compliance with applicable cybersecurity laws, regulations and industry standards.

12.4 Security Breach Notifications: Where required by law, Welltec shall notify affected individuals, regulators and relevant authorities of qualifying security compromises or personal information breaches.

12.5 Fraud Alerts:


Welltec may communicate fraud alerts, cybersecurity notifications, service announcements and legally required notices irrespective of marketing preferences, where such communications are necessary for security, compliance or operational purposes.

12.6 Welltec may monitor and record user activity for:

- ❖ fraud prevention;
- ❖ cybersecurity;
- ❖ dispute resolution;
- ❖ compliance;
- ❖ investigations.

## 13. THIRD-PARTY LINKS AND PROVIDERS

13.1 The Platforms may contain links to third-party websites and services.

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13.2 Welltec:

- ❖ does not endorse third-party content;
- ❖ does not guarantee third-party security;
- ❖ is not responsible for third-party availability;
- ❖ is not liable for losses arising from third-party services.

13.3 Products offered by third parties are governed by separate provider-specific terms.

## 14. INTELLECTUAL PROPERTY

14.1 All intellectual property rights in the Platforms remain vested in Welltec or its licensors.

14.2 No content may be:

- ❖ copied;
- ❖ reproduced;
- ❖ distributed;
- ❖ modified;
- ❖ reverse engineered;
- ❖ commercially exploited
- ❖ without prior written consent.

## 15. ELECTRONIC COMMUNICATIONS AND RECORDS

15.1 Electronic communications between you and Welltec may constitute legally binding communications.

15.2 Welltec may retain electronic records and communications as evidence.

15.3 Record Retention

Welltec may retain records for periods prescribed by applicable legislation, including but not limited to POPIA, NCA, FAIS, FICA, ECTA, PAIA and taxation legislation.

15.4 You acknowledge risks associated with electronic communications including:

- ❖ malware;
- ❖ interception;
- ❖ phishing;
- ❖ cybercrime;
- ❖ delays;
- ❖ corruption;
- ❖ unauthorised access.

## 16. DISCLAIMER AND LIMITATION OF LIABILITY

16.1 The Platforms are provided on an “as is” and “as available” basis.


16.2 To the fullest extent permitted by law, Welltec shall not be liable for:

- ❖ indirect damages;
- ❖ consequential loss;
- ❖ data loss;
- ❖ business interruption;
- ❖ cyber incidents;
- ❖ third-party failures.

16.3 Nothing in these Terms excludes rights that may not lawfully be excluded under the Consumer Protection Act.

16.4 Welltec does not guarantee:

- ❖ uninterrupted access;
- ❖ approval of applications;
- ❖ product availability;
- ❖ accuracy of third-party information.

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## 17. BREACH AND SUSPENSION

17.1 Welltec may suspend or terminate access where:

- ❖ these Terms are breached;
- ❖ fraud is suspected;
- ❖ unlawful conduct is detected;
- ❖ security risks arise.

17.2 Welltec may report unlawful conduct to law enforcement authorities.

## 18. INDEMNITY

18.1 You indemnify Welltec and its directors, employees, affiliates and agents against losses arising from:

- ❖ your breach of these Terms;
- ❖ unlawful conduct;
- ❖ misuse of the Platforms;
- ❖ infringement of third-party rights.

## 19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints may be directed to: [complaints@welltec.co.za](mailto:complaints@welltec.co.za)

19.2 Complaints may be escalated to:

- ❖ Financial Sector Conduct Authority (FSCA);
- ❖ FAIS Ombud;
- ❖ National Credit Regulator (NCR);
- ❖ Credit Ombud;
- ❖ Information Regulator;
- ❖ National Consumer Commission;
- ❖ National Consumer Tribunal;
- ❖ Council for Debt Collectors;
- ❖ any other competent authority having jurisdiction.

## 20. FORCE MAJEURE

20.1 Welltec shall not be liable for delays or failures caused by events beyond reasonable control including:

- ❖ cyberattacks;
- ❖ power failures;
- ❖ telecommunications outages;
- ❖ natural disasters;
- ❖ labour disputes;
- ❖ governmental actions.

## 21. SEVERABILITY

21.1 If any provision is found invalid or unenforceable, the remaining provisions shall remain enforceable.


## 22. WAIVER

22.1 Failure by Welltec to enforce any provision shall not constitute a waiver of rights.

## 23. ENTIRE AGREEMENT

23.1 These Terms constitute the entire agreement relating to use of the Platforms.

## 24. FINANCIAL CRIME AND AML COMPLIANCE

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24.1 Welltec may conduct:

- ❖ Know Your Customer (KYC) verification;
- ❖ Anti-Money Laundering (AML) screening;
- ❖ Politically Exposed Person (PEP) screening;
- ❖ sanctions screening;
- ❖ fraud prevention screening;
- ❖ source-of-funds verification;
- ❖ identity verification procedures.

Customers consent to such verification activities where legally permissible and necessary.

24.2 Nothing in these Terms shall limit a consumer's right to institute proceedings in any court, tribunal, ombud scheme or regulatory forum having jurisdiction under applicable law.

## 25. APPLICABLE LAW AND JURISDICTION

25.1 These Terms are governed by the laws of the Republic of South Africa.

25.2 The parties' consent to the jurisdiction of the High Court of South Africa.

## 26. CONTACT DETAILS

26.1 Welltec Compliance Contact: [compliance@welltec.co.za](mailto:compliance@welltec.co.za)

26.2 Complaints Contact: [complaints@welltec.co.za](mailto:complaints@welltec.co.za)

26.3 Fraud and Whistleblowing Reporting: [fraud@welltec.co.za](mailto:fraud@welltec.co.za)

26.4 Information Officer Contact: [Compliance@welltec.co.za](mailto:Compliance@welltec.co.za)

26.5 Product and services related inquiries: [Info@welltec.co.za](mailto:Info@welltec.co.za)

26.6 Website: [www.welltec.co.za](http://www.welltec.co.za)