

## **CREDIT GATEWAY FINANCIAL SERVICES**

### **TERMS AND CONDITIONS**

## **TERMS AND CONDITION FOR THE CREDIT GATEWAY FINANCIAL SERVICES WEBSITE AND ELECTRONIC USAGE**

Credit Gateway Financial Services acts as an independent facilitator between service providers and consumers. These Terms and Conditions provides a description of the services which we offer through our website to consumers on behalf of service providers and agents.

The Terms and Conditions places various obligations on you as a user so that we can provide and protect our website, our services, and our brand, as all our services are through service providers. It provides essential information on how we use cookies, collect, and use information and data.

Our website is integrated to service providers software management systems. Consumers and agents may use the service provider integrated product application process available to Credit Gateway Financial Services purely as a convenient factor in applying for desired products with the service providers. Credit Gateway Financial Services only facilitates the product application process between the consumer and the service provider. The service provider receives the application whereby the service providers decide to approve the application or not. The service of the integrated product application process is at no financial cost to the users. The Terms and Conditions also describe how we limit our liability to you with respect to our services and the use of our website.

Please read and understand our Terms and Conditions before you make use of our services and website. If you do not want to be legally bound by the Terms and Conditions in their entirety you must not accept the Terms and Conditions, in which case you cannot use our website or our services.

The Terms and Conditions do not affect your statutory or legal rights, including any rights that you may have under applicable consumer laws that cannot be changed by this agreement between us.

The Terms and Conditions set out in this agreement with regards to the use of our services through our website [www.CreditGateway.co.za](http://www.CreditGateway.co.za), are legally binding. All service providers and agents operating on our website have signed service level contracts with us which regulates our relationship with them.

We recommend that you print or email yourself a copy of the Terms and Conditions for your reference.

The use of our website, the content, and services which may be accessed through our website is at your own risk. Whilst we take reasonable steps to ensure that the content of our website is accurate, current, and complete, you acknowledge and agree, to the fullest extent permitted by applicable law, that our website and the content and services available through it, are provided on an as is and as available basis.

You acknowledge and understand that neither we nor any of our service providers have any control over the content of the information provided. We do not accept liability for the accuracy or completeness of any website content or content provided as part of our Services. We do not accept liability for any errors or omissions or for the content becoming out of date. Certain features of our website will rely on data and information provided by service providers. We recommend that you confirm the accuracy and completeness of any content before relying on it.

You acknowledge and understand that we only facilitate the product application process between you to the service provider. We do not accept liability for the accuracy or completeness of the information that you provide in the product application process to the service provider. We do not accept any liability in the outcome for the product application as the service providers must comply with statutory bodies and legislation in granting the application. You acknowledge and understand that we have no decision-making authority in the outcome of your product application. If the service provider approves your product application, you will contractually engage directly with the service provider, and we will not be a party to the contract concluded between you and the service provider.

References in these Terms and Conditions and on our website to we, our or us are references to Credit Gateway Financial Services (Pty) Ltd, its directors, officers, and employees and/or where the context permits our third-party service providers together with their subcontractors. References to you and your mean each natural or legal person who uses our website or the associated services.

## 1. INFORMATION ABOUT US

- 1.1 The Credit Gateway Financial Services website operated by Credit Gateway Financial Services (Pty) Ltd, is a private company registered in South Africa in terms of the Companies Act of 2008, with company registration number 2018/302982/07. Our registered business address is N r 47, 22<sup>nd</sup> Street, Menlo Park, Pretoria, 0181, South Africa.
- 1.2 Our contact details are:
  - Telephone: 012 111 1583
  - Email: [info@creditgateway.co.za](mailto:info@creditgateway.co.za)
- 1.3 Our website merely facilitates the product application process between you and service providers.

## 2 CHANGES TO THE TERMS AND CONDITIONS ON OUR WEBSITE

- 2.1 From time to time, we may affect changes to these Terms and Conditions. We will utilise our best endeavors to notify you of any such changes via an email alert, posting a notice on our website or in any other manner we deem appropriate. Your continued use of our website and services will be deemed an acknowledgment of the revised terms and conditions.
- 2.2 Updates of our website and associated Services may occur from time to time, which may result in changes in the content on the website during or after the updates. Please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

## 3 OUR SERVICES

- 3.1 We are dedicated to helping consumers gaining control over their financial wellbeing, by acting as an independent facilitator between service providers and consumers. We expose available services and products to consumers from service providers with offers which are tailored to your financial wellbeing.
- 3.2 On acceptance of the Terms and Conditions and our acceptance of your registration application, you engage us as a consumer to provide you with the following Services:
  - 3.2.1 To provide you with offers from service providers in line with promoting your financial needs;
  - 3.2.2 To enable consumers in financial distress to regain financial wellbeing by introducing the consumer to service providers who can assist you with regaining financial wellbeing;
  - 3.2.3 We will provide a consumer with a list of possible services from our service providers to meet the needs of the consumer as determined from our credit report financial assessment. Once the consumer completes the product application process and submits the application for consideration, we may pass the application to the relevant service provider;

- 3.2.4 We will send a SMS with an OTP to you to verify your registration on to our website;
- 3.2.5 We will display products through our website to you that is offered by our service providers.
- 3.3 YOU ACKNOWLEDGE AND AGREE THAT WE MAY ACCESS AND RETRIEVE YOUR CREDIT REPORT FROM ANY CREDIT BUREAU. WE ARE DOING SO AS YOUR AGENT AND REPRESENTATIVE IN ORDER TO PROVIDE YOU WITH THE BEST POSSIBLE SOLUTION TO IMPROVE YOUR FINANCIAL WELLNESS. YOU AGREE THAT THE CREDIT BUREAU SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORISATION AND AGENCY GRANTED BY YOU.
- 3.4 You consent that whilst you are an active client of us or one of our service providers, we may retrieve your credit report at any credit bureau to investigate whether we or one of our service providers can further assist you on your financial wellness journey, by offering the same or any other product of us or our service providers.
- 3.5 You are deemed an active client of our service providers if you have an active product with us or our service providers for the duration of the time you have a product with us or our service providers.
- 3.6 By accepting the product offered to you by us or our service providers you consent, acknowledge, and confirm that we or our service providers may attach your name digitally by placing it on the relevant agreement as if you have signed it yourself.
- 3.7 We make use of third-party service providers to identify and provide you with information on products that we consider are relevant to you. We aim to present only the economically advantageous products that you have a strong likelihood of accepting based on the merits of the product and your profile. Any product recommended or suggested to you will be supplied by a service provider that is registered in terms of the relevant legislation.
- 3.8 Although we do not charge you for the use of our website, we may receive commission from a service provider after a successful engagement through our website.
- 3.9 Any information provided to you as part of our Services is only as accurate, complete, and up to date as the information supplied to us by the service providers or other third-party, we use to obtain this information. You understand and acknowledge that we do not check the information we receive from third parties for accuracy or completeness. We do not assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user information, communications, or personalization settings.
- 3.10 If you have a query in respect to our Services, please contact us directly using the details provided in Clause 21 below with the heading **Contact Us**. If the query relates to any information, we have obtained from a credit bureau or a third-party, you acknowledge and understand that we may refer the query to them if we deem it appropriate and you authorise us to do so.
- 3.11 A service provider may do a credit bureau search on you during the product application

process. The credit bureau will keep a record of the search and place a footprint on your credit bureau file.

- 3.12 Service Providers will also provide you with their own Terms & Conditions relating to their product offering which you understand and acknowledge are not related to our Terms & Conditions. You understand and acknowledge that your application for products recommended or suggested by us is entirely between you and the relevant service provider. Your eligibility for any product will always be subject to the relevant service provider's terms and conditions and to all requirements imposed in terms of the relevant legislation, including but not limited to the service provider carrying out an appropriate assessment.

#### **4 REGISTERING TO USE OUR WEBSITE AND OUR SERVICES:**

- 4.1 Before you can use our Services, you must register through our website and accept our Terms and Conditions. During this website registration process, you will be given the opportunity to access, review and receive a copy of the Terms and Conditions.
- 4.2 By registering your profile on our website, you confirm your acceptance of the Terms and Conditions applicable to the usage of our website and any products offered on our website by our service providers.
- 4.3 By registering your profile on our website, you consent to being contacted by us or one of our service providers to enquire if you want to purchase any of the products offered on our website.

#### **5 ACCESSING OUR WEBSITE AND OUR SERVICES**

- 5.1 Our website is made available to you free of charge. These Terms and Conditions govern your access to and use of our website and the information available on it, including information you provide and that we collect on your behalf and facilities and services offered through our website.
- 5.2 By registering on our website, you confirm that you are 18 years or older, or if not, you have the required authority or permission to enter into this agreement. That you are a South African resident and have a valid South African Identity Number and understand that you can and will be held liable under these terms and conditions. Providing false or misleading information about yourself or any other person is a criminal offense and can and may lead to prosecution.
- 5.3 You may use the website only for personal use and not on behalf of anyone else. You are not allowed to provide or attempt to provide any information, including but not limited to personal and/or credit information of another person other than yourself on our website.
- 5.4 When using our website or our Services you must comply with the provisions of our Acceptable Use Policy as set out in section 7 below. You understand and acknowledge that your right to access our website or use our Services will terminate automatically if you breach any of the

provisions of our Acceptable Use Policy.

- 5.5 Our website and Services are intended for use by South African residents only. When you access our website and services outside of South Africa, you remain responsible for compliance with laws applicable to the usage of our website from the location you are using it from. This includes but is not limited to any protection of personal information laws.
- 5.6 We do not guarantee that our website, or any content on it or provided as part of our Services, will always be available, uninterrupted or error free. Access to our website and our Services is permitted on a temporary basis. We reserve the right to suspend, withdraw or restrict your access to our website or our Services, or any part of it or them, at any time for any purpose we deem reasonable, without notice. This includes where we believe that you have materially breached these Terms, or if we consider there is or is likely to be a breach of security.
- 5.7 Whilst we will utilise our best endeavors to try and keep any disruption to our website and Services to a minimum, our website and Services may become unavailable from time to time for us to carry out planned and unplanned maintenance and security updates.
- 5.8 We are under no obligation to restore, attempt to restore, or request the restoration of any data lost/deleted because of the update. It remains your responsibility to keep safe any data or materials you may require in future.
- 5.9 You are responsible for making all arrangements necessary for you to have access to our website including providing and maintaining any equipment used to access our website. You are solely responsible for any costs that you incur whilst using our website.

## **SECURITY**

- 6.1 It remains your responsibility to not allow any other person access to your account, or utilise your account, and/or access credentials to access your account on your behalf. It further remains your responsibility to keep safe all access information to your account for the period the account is registered in your name.
- 6.2 You are responsible for all use of our website and our Services when access is obtained using your username and password, whether or not authorized. For your security, we recommend that either log out of your profile, or close all open browsers relating to our website on completion of your visit. Should you have any reason to believe that any of your personal or account information has been compromised or exposed to any other person, either by your own actions or the actions of others, you must immediately notify us and reset your password.

## **ACCEPTABLE USE POLICY**

- 7.1 You may only use our website and our Services for lawful purposes. You must comply with the acceptable use policy set out in this clause.

- 7.2 Apart from the Credit Gateway Financial Services contact center or an authorized Credit Gateway Financial Services agent, with the necessary service level agreement in place, you must not engage, authorise or permit any other person to directly access your account to obtain information provided or made available to you as part of our Services, whether as agent or representative on behalf of, or as a service provider to, you or otherwise.
- 7.3 You must not, or allow another person to, use our website, including any content or materials on it, or our Services:
- 7.3.1 In any way that breaches any applicable local, national or international law or regulation;
  - 7.3.2 In any way that is fraudulent, or has any fraudulent purpose or effect, including by misrepresenting your identity or account information;
  - 7.3.3 To access or interfere with another person's records, impersonate another person or create or use a false identity or email address;
  - 7.3.4 For your own or another person's commercial purposes;
  - 7.3.5 To harm or attempt to harm any person, entity, service providers, us or minors in any way;
  - 7.3.6 To transmit any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation for example spam;
  - 7.3.7 To obtain or attempt to obtain unauthorised access to or interfere with, damage or disrupt any part of our website, any computer systems, equipment, software or networks on or through which our website is stored or operated;
  - 7.3.8 To modify, adapt, decipher, decompile, disassemble or reverse engineer any of the software comprised in or in any way making up a part of our website or services provided by our website;
  - 7.3.9 To scrape, reproduce, duplicate, copy, modify, distribute, publish, resell or transmit any element comprised in our website, including any software comprised in it, the content or the services provided through it;
  - 7.3.10 To use any technology or processes of any kind to access, acquire, copy, monitor, navigate or search our website or any portion of it, including the use of data mining, robots or similar data gathering and extraction tools; or
  - 7.3.11 In any way that is not authorized by us or that is detrimental to us or our third-party service providers.
- 7.4 You must not, and you must not allow another person to:
- 7.4.1 Knowingly transmit any data, send or upload any material that is corrupt or contains viruses, Trojan horses, worms, logic-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of



any computer software or hardware or perform any act that would cause our website to become unavailable for use by others, including via any form of denial-of-service attack;

7.4.2 Access without authority, interfere with, damage, or disrupt any part of our website, any software, the server or other equipment or network used in the provision of our website, including where owned or used by any third party.

7.5 You undertake to fully co-operate with us where any law enforcement authorities, regulators or court order requests or directs us to disclose the identity or locate anyone posting any material or using our website or our services in breach of this Acceptable Use Policy.

## 8 INTERACTIVE SERVICES

8.1 We may from time to time provide interactive services on our website, including, for example, for you to review and comment on the services and products from service providers.

8.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used, including whether it is human or technical.

8.3 We are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

8.4 When we do moderate an interactive service, we will provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 9 CONTENT STANDARDS

9.1 These content standards apply to all material which you contribute to our website and to any interactive services associated with it.

9.2 You must comply with the following standards. The standards apply to each part of any contribution as well as to its whole.

9.3 Contributions must:

9.3.1 Be accurate (where they state facts);

9.3.2 Be genuinely held (where they state opinions); and

9.3.3 Comply with applicable law in South Africa and in any country from which they are posted.

9.4 Contributions must not:

9.4.1 Be of a defamatory nature;

- 9.4.2 Contain any obscene, offensive, hateful or inflammatory material;
- 9.4.3 Promote sexually explicit material, violence or any illegal activity;
- 9.4.4 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 9.4.5 Infringe any copyright, database right or trademark of any other person;
- 9.4.6 Be likely to deceive any person, entity or service provider;
- 9.4.7 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 9.4.8 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 9.4.9 Be likely to harass, upset, embarrass, alarm or annoy any other person;
- 9.4.10 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person, employer or entity;
- 9.4.11 Give the impression that they emanate from us; or
- 9.4.12 Advocate, promote or assist any unlawful act including copyright infringement or computer misuse.

#### **CONSEQUENCES OF BREACH OF THE ACCEPTABLE USE POLICY**

- 10.1 You understand and accept that we may monitor and log user activity, and any material contributed by users, for security purposes to identify any actual or potential misuse of our website or our Services.
- 10.2 Failure to comply with our Acceptable Use Policy, or any of the other terms and conditions applicable to the use of our website and/or Services constitutes a material breach of these Terms and Conditions.
- 10.3 If we have reason to believe that you have, or you are likely to, use or allow another person to use our website or our Services in breach of our Acceptable Use Policy, or any of these terms and conditions, we may take such action as we reasonably deem appropriate including: immediate, temporary or permanent termination of your right to use our website or Services; immediate, temporary or permanent removal of any material contributed by you to our website; legal proceedings against you; and/or disclosure of such information to law enforcement authorities or regulators, where applicable, as we reasonably consider is appropriate.

## **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 All intellectual property rights in our website, in the material published on it and in its component, systems are owned by, licensed or sub-licensed to us. All content on our website is subject to copyright with all rights reserved.
- 11.2 Images, trademarks, and brands are also protected by intellectual property laws and may not be reproduced or appropriated in any manner without permission of their respective owners.
- 11.3 You may not remove any acknowledgement that we or any of our contributors is the author of any website content or any content we provide to you as part of the Services.
- 11.4 You may download or print content or individual sections or pages of our website for your personal use and information only, provided that any such copy has attached to it the relevant proprietary notices and/or disclaimers. Any material downloaded or otherwise obtained through our website is done at your own discretion and risk. You are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 11.5 You are not allowed to modify, adapt, copy, download or post material from our website nor store any part of our website in any other website or include it in any public or private electronic retrieval system.
- 11.6 You are not allowed to use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or explanation.
- 11.7 If you print, copy, download or post to social media any part of our website in breach of the Terms and Conditions you must, at our option, return or destroy any copies of the materials you have made.

## **LICENCE**

- 12.1 You license and mandates us to use any information, data, materials, or other content, collectively called Content, which you provide to us through our website or that we obtain on your behalf as part of the services we provide to you. You agree that we may use, modify, display, distribute and create new material using the Content so that we may provide our Services to you and for any other purposes set out in these Terms and Conditions.
- 12.2 You hereby confirm and agree that your employer may supply your relevant payroll data and/or personal information to us for the purpose of your application.
- 12.3 By submitting Content, you confirm and agree that you as the owner of that Content has expressly agreed that, without any time limit, and without the payment of any fees, that we may use the Content for the purposes set out in this our Terms and Conditions.

## **NO RELIANCE ON INFORMATION**

- 13.1 The content on our website and any information provided to you as part of our Services is provided for general information only. It is not intended to amount to advice on which you

should rely.

- 13.2 Service providers will use their own criteria in making decisions about you. The information we provide or make available about you to service providers was provided by you with your consent or instructions.
- 13.3 It remains your responsibility to read and ensure that you understand any terms and conditions, including these, given to you by us or by any of the service providers. You expressly indemnify Credit Gateway Financial Services and any of its affiliates against any damages and/or losses you have or might have suffered as a result of not adhering, reading and/or understanding of these terms and conditions or any terms and conditions of our service providers.
- 13.4 You may wish to consider obtaining professional or specialist advice before taking, or refraining from taking, any action based on the content on our website or any other information we provide or make available to you.

#### **LIMITATION OF OUR LIABILITY**

PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY, AS THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSSES SUFFERED BY YOU ABOUT YOUR USE OF OUR WEBSITE AND OUR SERVICES.

- 10.1 These Terms and Conditions excludes or limits our liability arising from negligence, fraud or fraudulent misrepresentation and any duties or liabilities that we owe to you or any other liability that cannot be excluded or limited under applicable law, including applicable consumer laws.
- 10.2 To the fullest extent permitted by applicable law, we exclude all conditions, warranties, representations, or other terms which may apply to our website, any content on it or services accessed through it, whether express or implied.
- 10.3 To the fullest extent permitted by applicable law, we will not be liable to you or any third party for any loss or damage, whether in contract, delict, including negligence, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 14.3.1 Use of, inability to use or unavailability of, our website or any part of it, websites linked to it, or our Services;
- 14.3.2 Any products, data, information or services purchased or obtained, or messages received, or transactions entered into, through or from the services obtained or accessed through our website including use of or reliance on any content displayed on or made available through our website;
- 14.3.3 Unauthorized access to or alteration of your transmissions or data; or
- 14.3.4 Any inaccuracy or incompleteness of any information received by you or by us through our

website or as part of our Services.

- 14.4 We shall only be responsible for the loss or damage you suffer that is a foreseeable result of our breach of the Terms and Conditions. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time you accepted these Terms.
- 14.5 You acknowledge and understand that we are not responsible for any products provided by service providers or any other third parties. Those products are governed by separate terms and conditions of supply and requirements in terms of the specific governing body. You agree that we are not responsible or liable for any loss or damage you may suffer or incur relating to any such product, or the terms and conditions applying to any contract you enter into with any third party in relation to any product, or for any acts, omissions, errors or defaults of any third party in connection with any product or the applicable terms and conditions.
- 14.6 It is your responsibility to seek independent advice or otherwise satisfy yourself in the event you wish to apply for, take out, cancel, exchange, or request a change to your selected product before doing so.
- 14.7 You indemnify us against any losses, damages, and/or claims whatsoever because of your choice to take part in our voluntary surrender of estate product.
- 14.8 You further confirm and agree that the product has been explained to you and discussed and that you understand and you are using the Voluntary Surrender of Estate product out of your own free will and choice.

**14.9 WHERE WE HAVE INDICATED YOUR LIKELIHOOD OF SUCCESS WITH RESPECT TO PRODUCTS MATCHED TO YOUR PROFILE, OR WHERE WE HAVE PROVIDED INDICATIONS OF HOW MUCH MONEY YOU MAY SAVE, THESE ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE RELIED UPON WHEN MAKING DECISIONS. WE DO NOT ACCEPT ANY LIABILITY OR PROVIDE ANY GUARANTEE WITH RESPECTS TO YOUR ELIGIBILITY FOR OR SUCCESS IN OBTAINING PRODUCTS MATCHED TO YOU OR ADVERTISED ON OUR WEBSITE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR ELIGIBILITY FOR ANY PRODUCT, WHETHER SUGGESTED BY US OR NOT, WILL AT ALL TIMES BE SUBJECT TO THE RELEVANT SERVICE PROVIDER'S TERMS AND CONDITIONS AND TO ALL REQUIREMENTS IMPOSED IN TERMS OF THE RELEVANT AUTHORITY BODY, INCLUDING BUT NOT LIMITED TO THE CARRYING OUT BY THE RELEVANT SERVICE PROVIDER APPROPRIATE ASSESSMENT TO VERIFY THAT YOU ARE ABLE TO QUALIFY FOR THE PROPOSED PRODUCT.**

14.10 Although we take all reasonable steps to protect our systems using virus checking software, please note that any content downloaded from our website is at your own risk. We do not accept liability for any loss or damage that you suffer because of any distributed denial-of-service attacks, computer viruses, Trojan horses, worms, software bombs or other damaging items resulting from your use of our website. You are responsible for protecting your computer systems from exposure to viruses using anti-virus software, firewalls, and any other technical measures necessary.

14.11 We do not charge you a fee or cost to access and use our website or our services. On this basis our total aggregate liability for any losses and/or damage suffered by you will be limited, to the fullest extent permitted by applicable law, to R1,000.

#### **LINKING TO OUR WEBSITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

15.2 You are not allowed to establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

15.3 You are not allowed to establish a link to our website of any kind, without prior written permission from us.

- 15.4 Our website must not be framed on any other site, nor are you allowed to create a link to any part of our website other than the home page.
- 15.5 We reserve the right to withdraw linking permission without notice.
- 15.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

## **LINKS TO OTHER WEBSITES AND THIRD-PARTY RESOURCES**

- 16.1 Where our website contains links to other websites or resources provided by third parties, these links are provided for your information only and do not imply any endorsement by us of the linked website or resources or any related products or services.
- 16.2 While we do take reasonable care to provide links to reputable websites, you understand and acknowledge that we have no control over, and accept no responsibility or liability for, the contents of those websites or resources. It is your responsibility to check the terms and conditions of any other websites or resources you may visit, and you use them and the products and/or services made available through them entirely at your own risk.

## **DURATION OF OUR SERVICES AND ENDING THIS AGREEMENT**

- 17.1 In the event that you commit a material or significant breach of these Terms and Conditions, including any breach of our Acceptable Use Policy, we reserve the right to terminate your agreement with us and your use of our website or any products or services contained in or obtained through our website, including the Services, immediately upon our giving you notice in writing to the email address provided by you when you registered for your account or any email address you subsequently provide.
- 17.2 If you no longer wish to receive our Services, you may close your account by sending us an email to [info@creditgateway.co.za](mailto:info@creditgateway.co.za) with your instructions. Please note that once deleted, your account cannot be recovered, and you will not be able to access information through our website.
- 17.3 Please note that if you withdraw consent to the processing or transfer of data, access to our website and our Services will be suspended or terminated. All data will be stored for a maximum period of 72 hours in terms of Regulation 17.1 of the National Credit Act.

## **PRIVACY AND COOKIES**

- 18.1 Our Privacy Policy and Cookies Policy form part of these Terms and Conditions. By using our website or our Services you consent and agree to the processing of information and use of our cookies in accordance with those policies.
- 18.2 A complete statement of our current Privacy Policy can be found by [clicking here](#). Should you require any additional information on the Promotion of Access to Information, our PAIA Manual can be found by [clicking here](#).

## OUR ADDRESS FOR NOTICES AND SERVICE OF LEGAL PROCESS

19.1 Our chosen address for the service of any legal notice or process is: Nr47 21<sup>st</sup> Street, Menlo Park, Pretoria, 0181, South Africa.

## GENERAL

20.1 The headings used in these Terms and Conditions are for convenience only and shall not affect their interpretation.

20.2 In these Terms and Conditions, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender and any reference to a person includes a corporation, a partnership and any other body or entity, and vice versa.

20.3 Use of the words includes or including, or similar words or phrases means without limitation and the use of these, or similar words or phrases shall not limit the meaning of the general words.

20.4 We shall not be liable for any delay or failure to provide our Services or perform any obligation under the Terms and Conditions if the delay or failure is caused by circumstances beyond our reasonable control.

20.5 Each of the provisions of these Terms and Conditions or part of any provision is severable, for example each provision may be severed or cut from the Terms and conditions in order to leave the remainder of the Terms valid and standing. If any such provision is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability of the other provisions of the Terms and Conditions. The provision itself shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

20.6 Failure or delay by us in enforcing these Terms and Conditions shall not be a waiver of that or any other provision of these Terms and Conditions.

20.7 You may not assign any of your rights or obligations under the Terms and Conditions.

20.8 These Terms and Conditions including our service level agreement with our service providers constitute the whole agreement and understanding between you and us in relation to their subject matter and the use of our website and our Services. Except in a case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements between you and us relating to the subject matter of these Terms and Conditions or your use of our website or our Services are superseded, except as otherwise expressly stated in the Terms and Conditions.

20.9 You agree that any notices and other communication may be given by us by email or posted on our website and this will comply with any legal requirement for such communications to be in writing. You also expressly agree that any notice or other communication made in such manner will be deemed to have been received by you 96 hours after email or posting.



## **CONTACT US**

21.1 To contact us, please email [info@creditgateway.co.za](mailto:info@creditgateway.co.za). You can also phone us on the following telephone number on weekdays between 08:00 to 16:30 on 012 111 1583.

## **DISPUTES AND APPLICABLE LAW**

22.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation, including non-contractual disputes or claims, shall be governed by, and construed in accordance with South African law, without reference to any conflict of laws and/or any provisions.

## **PAYROLL DEDUCTION POPIA CONSENT**

By signing this terms and conditions, you hereby give consent and permission to your employer to provide Creditgateway (Pty) Ltd with your personal information which include but is not limited to pay slips, employment records and/or any other relevant personal information so required to do the payroll deduction as agreed upon.