

NuDebt Management (Pty) Ltd



Contact Details

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Fax: 086 688 2002
E-mail: info@nudebt.co.za
Web: www.nudebt.co.za

Physical Address

13 Lenin Street
Raceview
Alberton

Postal Address

P O Box 136368
Alberton North
1450

TERMS AND CONDITIONS

These terms and conditions apply to you if you use the NuDebt website. This important document sets out the rights and duties between you and NuDebt Management (Pty) Ltd registration number 2003/018539/07. Read this document carefully. You must contact NUDEBT if you do not understand any part of this document.

These terms and conditions apply to users of NuDebt Management (NUDEBT's) payment switch I hereinafter referred to as the "NPS".

These terms and conditions apply to any person(s) using the NPS.

In these terms and conditions, the following words will have the following meanings:

The words, "you" or "your" means the account holder and their authorized user/s. The words "us", "we" or "our" only means NuDebt Management (Pty) Ltd (NuDebt). Before you can use the NPS, you must register on the NPS "www.nudebt.co.za" ("the website") for more information on how to register.

If you are younger than 18, you must get your parent or legal guardian's consent to use the NPS, unless you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent.

When does this agreement start?

This agreement starts as soon as any of the following happens:

- When you register to use the NPS;
- When you get access to be able to use the NPS;
- When you actually use the NPS.

How we make terms & conditions and other information available to you

From time to time we may include hyperlinks to these terms and conditions on the NPS. Where it is not possible to use a hyperlink, we may refer to the terms and conditions on the NPS.

If you are a consumer you have certain rights under South Africa's e-commerce legislation Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act")

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B Blignaut

B. Proc (RAU) Dip Human Rights (RAU) MSc (LI) (UKZN)

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If you are a consumer as defined in the ECT Act and the goods and services you are using are not excluded from protection, you may have certain rights as a consumer under Chapter VII of the ECT Act. A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or service offered by that supplier. For more information on these rights visit Acts Online or www.acts.co.za or <http://www.acts.co.za/ectact/index.htm> and see Chapter VII. If you need more information about this please contact us. Nothing in this agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

You are responsible for making sure you have the necessary equipment and software to use the NPS

To be able to access the NPS you must have the necessary hardware, software and access to third-party communication services. You will be responsible for paying the costs of this and the costs of any upgrades that you require. To access the NuDebt website you need to have access to a computer that has an active account with an Internet Service Provider (ISP) and an internet browser software program. You will be responsible for paying the relevant network or wireless and data service charges that you incur when using the NPS via your computer. You are responsible for the equipment you use to access the NPS. We have no control over the equipment or software. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the NPS because of your equipment or software provided to you by third parties.

For your protection and security you must enter the correct access information to identify yourself whenever you use or logon to the NPS

For your security you will need to enter the correct access information or take any other steps acceptable to us for us to verify your identity and the electronic communications you send us using the NPS each time you logon the NPS. This is known as "verification". All electronic communications that are sent to us after you have met our verification requirements during logon will be treated as valid and authentic. This means that NuDebt can refuse to act on any instructions you send us or can cancel your access (temporarily or permanently) if you don't meet the verification requirements. This includes where you enter the wrong access codes.

We are entitled to act on and accept all transactions done after your access codes have been entered or applied

Since we deal with you non-face-to-face we will act on and accept all instructions done after your correct access codes have been entered and you meet the verification requirements set by us. We

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will assume that all such transactions have been authorized by you, even if such transactions took place without your knowledge or consent or were not authorized by you.

Authorized users act on your behalf as your agent

By allowing an authorized user to access your details via the NPS, you give that person the authority to act as your agent. This means that anything the agent does or doesn't do will be attributed to you. In other words their actions or failure to act (omission) will be considered by us as your actions or failure to act (omission).

Steps you must take to protect your access information (login details)

Your access information is the only way we can know you are who you say you are when you use the NPS. You must keep your access information secret and safe and you must not allow anybody to use your access information.

We may monitor your use of the NPS and record our conversations with you

For security purposes, to maintain the proper functioning and safety of our systems and the NPS, or to investigate or detect any unauthorized use of the NPS or our systems, or when the law requires us to do so, we may monitor and record communications on the NPS.

Certain information, including your account balance information, may be delayed

Certain information, including your account balance information that is made available to you on the NPS may be delayed and may not show your recent transactions. You can confirm the account balance information by contacting us.

You are responsible for giving us correct and complete information and instructions when you use the NPS

You are responsible for giving us correct and complete information and instructions when you use the NPS. Unfortunately we are unable to and do not check or confirm any information.

Nothing on the service is an offer or professional advice to you

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Unless we actually make an offer to you, all material on the NPS is only an invitation to you. Nothing on the NPS is given as advice or an offer which is meant to get you to buy or sell anything, or enter into any transaction.

Availability of the NPS. The NPS may not be available from time to time

You can access the NPS seven days a week, 24 hours a day. However, at certain times, the NPS may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. We may stop providing the NPS or any services provided on the NPS at any time. You agree that a notice published on the website will be sufficient notice to you.

How we will communicate with you

You agree that we can send you information about your account by any means, including but not limited to publishing a notice on the NPS itself or using electronic means, including SMS or email.

We can change these terms and conditions at any time

We have the right to change these terms and conditions or add new terms and conditions for the use of the NPS at any time. Whenever we change these terms and conditions we will electronically update these terms and conditions.

Terminating the terms and conditions

We can terminate these terms and conditions at any time or end your right to use the NPS after giving you reasonable notice. This will not affect instructions given to us using the NPS before the terms and conditions ceased to apply.

We can also end this agreement and your right to use the NPS immediately if any one or more of the following happens:

- If you commit fraud or we suspect you have done so.
- If we believe that your behavior was inappropriate or constitutes misconduct.

Refund Policy

Due to the nature of our business we are in, we have a no-refund policy. If payment is made on NPS no-refund will be given

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Delivery Policy

Due to the nature of our business we are in, we have a no-delivery policy. If payment is made on NPS no-delivery needs to take place.

General

Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by NuDebt Management employee in charge of the NPS, will be sufficient proof of any instructions you have provided or transaction you have performed on the NPS, unless you can prove otherwise. While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage. Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement or rules are invalid. The rest of the agreement and rules will still apply. Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used. This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws provisions.

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