

# BLIGVEST

## TERMS AND CONDITIONS FOR DEBIT ORDER AND CREDIT CARD INSTRUCTIONS

### 1. INTRODUCTION

- 1.1 These Terms and Conditions ("Terms") govern the use of NuDebt Management (Pty) Ltd's website ("the Website") by Users submitting debit order or credit card order requests.
- 1.2. By accessing or using the Website, the User confirms that it has read, understood, and agrees to be bound by these Terms.

### 2. DEFINITIONS

- 2.1 **"Authentication Requirement" refers to**, where applicable, Users are required to authenticate their debit order or credit card instruction through either Debi-Check or other relevant security measures (bank-verified, real-time authentication processes), as a means of providing additional protection and fraud prevention.
- 2.2 "Debit Order" refers to an electronic funds transfer from a User's bank account to a designated recipient, authorized by the User.
- 2.3 "Credit Card Transactions" refers to an electronic funds transfer from a User's credit card to a designated recipient, authorized by the User.
- 2.4 **"Mandate" refers to** an authorization or instruction given by the User to the relevant financial institution, allowing for the processing and or re-processing of debit or credit order transactions from the User's account, in accordance with the terms and conditions set forth in the agreement.
- 2.5 "Service Provider" refers to NuDebt Management (Pty) Ltd, the entity managing the Website and processing debit order and credit card transaction submissions.
- 2.6 "Personal Data" refers to any personal or financial information provided by the User that is processed by the Service Provider.
- 2.7 "User" refers to any person accessing or using the Website.

### 3. USE OF THE WEBSITE

- 3.1 The Website provides a platform for Users to submit debit order and credit card instructions.
- 3.2 Users must provide accurate and up-to-date banking or credit card information.
- 3.3 The User warrants that they are authorized to request the debit order or credit card transaction and that all submitted information is accurate.
- 3.4 Failure to provide accurate information may result in failed transactions or delays and give rise to penalties, for which the User will be liable.

### 4. AUTHORISATION AND CONSENT

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- 4.1 By submitting a debit order or credit card request, the User authorizes the Service Provider to process the User's information and initiate the transaction in accordance with the National Payment System Act, 1998, the rules of the Payment Association of South Africa (PASA), and the applicable credit card network rules (e.g., Visa, MasterCard).
- 4.2 The User must provide an explicit and valid mandate, specifying the amount, commencement date, frequency, beneficiary details, and cancellation procedures for either the debit order or credit card instruction. The User acknowledges that the mandate request is a recurring debt order or credit card transaction and that it can stop or cancel the debit order or credit card transaction by contacting its financial institution or cancelling their mandate.
- 4.3 Where applicable, Users may be required to consent to authentication requests that are real time, bank verified and electronic authentication processes or other relevant security measures for additional protection and fraud prevention.
- 4.4 Users consent to the processing of personal and financial information for the purpose of executing the transaction, in compliance with the Protection of Personal Information Act (POPIA), 2013.
- 4.5 The User agrees to provide a valid and authenticated debit order mandate for all debit transactions, in compliance with the Payment Association of South Africa's (PASA) prescribed format for authenticated debit orders.
- 4.6 The User acknowledges that the debit order mandate will be retained by the company for a minimum period of 10 years, as stipulated by PASA's guidelines, to ensure compliance with auditing and regulatory requirements.
5. USER RESPONSIBILITIES
  - 5.1 Users must ensure that sufficient funds or credit is available in their bank account (for debit orders) or on their credit card (for credit card transactions) for the transaction.
  - 5.2 Users must verify that all details provided are correct before submission.
  - 5.3 The User shall notify the Service Provider immediately in case of unauthorised transactions or discrepancies.
  - 5.4 Users have the right to dispute or cancel a debit order or credit card transaction in accordance with the Consumer Protection Act, 2008 and the applicable credit card network or banking rules.
6. FEES AND CHARGES
  - 6.1 The Service Provider may charge a processing fee for each debit order or credit card transaction.
  - 6.2 Any additional bank or card issuer charges, including those incurred due to unsuccessful transactions (e.g., insufficient funds, credit limit exceeded, or card restrictions), will be borne by the User.
  - 6.3 The Service Provider will provide notice of any changes to applicable fees before they come into effect.
7. SECURITY AND DATA PROTECTION

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- 7.1 The Website implements industry-standard encryption (SSL/TLS) to secure all financial transactions, including debit orders and credit card transactions.
- 7.2 If handling card-related transactions, the Website and Service Provider comply with the Payment Card Industry Data Security Standard (PCI-DSS) requirements to ensure the security of cardholder data.
- 7.3 The Service Provider shall take reasonable steps to ensure that personal and financial data is processed lawfully and securely under POPIA.
- 7.4 The Service Provider complies with the Protection of Personal Information Act (POPIA), 2013.
- 7.5 User information will only be used for processing debit orders and credit card transactions and will not be shared with unauthorized third parties.
- 7.6 Users have the right to request access to, correction of, or deletion of their personal data in accordance with POPIA.

## 8. LIABILITY

- 8.1 The Service Provider shall not be liable for any loss or damage arising from incorrect information submitted by the User.
- 8.2 The Service Provider shall not be responsible for transactions declined due to insufficient funds (for debit orders) or insufficient credit on the credit card, card restrictions, or other issues with the card issuer (for credit card instructions).
- 8.3 The Service Provider shall not be liable for any unauthorised transactions or fraud related transactions on the User's account.
- 8.4 The User indemnifies and holds the Service Provider harmless against all adjustments, fines, and/or penalties imposed upon the Service Provider arising out of or relating to any act or omission of the User (including any breach by the User of the provisions of these Terms and Use of the Website).
- 8.5 The Service Provider will notify the User of the adjustments, fines, and/or penalties and the reasons for them prior to imposing such adjustments, fines, and/or penalties on the User.
- 8.6 The User indemnifies and holds the Service Provider harmless against all direct, indirect, and/or inconsequential losses, liabilities, costs, expenses, fines, penalties, damages, special damages, and claims, including third-party claims and all related costs and expenses (including legal fees on the scale as between attorney and User, tracing and collection charges, costs of investigation, interest, and penalties) arising out of the User's submission of a mandate request for a debit order or credit card transaction.

## 9. CANCELLATION AND DISPUTES

- 9.1 In the event of a dispute regarding any debit order or credit card transaction, the user must notify the Service Provider in writing within 30 days from the date of the disputed transaction.

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- 9.2 The User has the right to reverse an unauthorized transaction in accordance with PASA's reversal rules, which permit a reversal within 40 business days of the transaction. In case of a disputed debit order, the User shall follow the process outlined under the National Payment System Act.
- 9.3 Users may lodge complaints or disputes directly with the relevant bank or PASA. A detailed process for dispute lodging is available on the PASA website.
- 9.5 The User may be entitled to a refund in the event of duplicate transactions, incorrect charges, or other exceptional circumstances. Refund requests must be submitted within 30 days from the date of the disputed transaction.
- 9.6 All refund requests will be processed within 30 days from the date of receipt of the claim, subject to verification of the transaction.
- 9.7 The User agrees to follow the Service Provider's internal process for claiming refunds, which is available upon request.
- 9.8 Any refunds or reversals will be processed in accordance with South African banking regulations, the Consumer Protection Act, 2008, and the applicable credit card network rules.
- 9.9 The User has the right to cancel any debit order by providing a 30-day written notice to the Service Provider. This cancellation process is subject to PASA's rules for cancellations and stop orders.
- 9.10 The User is also entitled to instruct their bank to stop any debit order immediately. To facilitate this, the User may use the PASA debit order cancellation form or obtain it via the official PASA website, which also provides further instructions on the stop-order process.

## 10. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of South Africa, including but not limited to the National Payment System Act, 1998, the Consumer Protection Act, 2008, and the applicable rules of the credit card networks. Any disputes shall be resolved in the competent courts of South Africa.

## 11. AMENDMENTS AND TERMINATION

The Service Provider reserves the right to amend these Terms at any time, with notice provided via the Website. Continued use of the Website constitutes acceptance of the amended Terms.

## 12. CONTACT INFORMATION

For any queries or disputes, please contact us at [queries@nudebt.co.za](mailto:queries@nudebt.co.za) or **011 724 5702**.

By using this Website and submitting a debit order or credit card transaction request, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

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