

# TERMS AND CONDITIONS (“Terms”)

## 1. Introduction

1. Benefit Exchange SA (Pty) Ltd (Registration Number 2016/273192/07) (“BENX”, “us”, “we”, “our”), is a private company registered in the Republic of South Africa, which owns and/or operates various electronic and non-electronic communication platforms and internet portals (“Website”) for purposes of the provision of a financial wellbeing service by empowering users and consumers to create, repair or improve their credit score as calculated by registered credit bureau which are used by financial service providers to determine whether to grant a loan, credit facility or other financial service.
2. The electronic communication platforms used by us, include, electronic mail, SMS, Instant messaging landing pages and automated voice messages (“AVM”). We also use non electronic methods of marketing communication which include telephone communication. (together we refer to these as “Communication Platforms”)
3. You may also be visiting and/or browsing the Website of your own accord without having received prior marketing messages via a Communication Platform.
4. You may also be visiting and/or browsing the Website having received prior marketing message from a third party who is not an associated entity of BENX.
5. These Terms apply to you regardless of the Communication Platform through which you accepted them and includes the use of the BENX Website.

## 2. Application of the Terms

1. BENX offers opportunities via the Website and Communication Platforms (together referred to as the “Sites”) to users (“you”) to obtain your credit score, subscribe to credit score building, including the CreditBuilder, and view offers made on behalf of third parties which BENX has concluded a referral agreement (collectively known as ‘Services’). The Terms contained herein apply to the Sites.
2. These Terms are applicable:
  1. where you have elected to visit and/ or use the Site on your own accord and not in response to a prior marketing messages received via a Communication Platform; and
  2. where you are directed to this Site in response to a prior marketing messages received via an alternative Communication Platform.
3. To the extent that the Terms may differ on the basis of whether you accessed the Site directly or as a link from an alternative Communication Platform this will be specifically stated herein. To the extent that no such statement is made, these Terms will be binding on you in the same manner regardless of the method of access to the Site.

## 3. The Website

1. The Website provides consumers with the ability to obtain their credit score, subscribe to a CreditBuilder product and various other financial and professional products available and to make informed decisions as to suitability and interest.
2. You have accessed the Website to visit and browse or use the Website of your own accord.

#### 4. Terms

1. Please read these Terms, together with our Privacy Policy located at - <https://www.benx.co.za/privacy-policy.html> carefully, they will govern our relationship with you in relation to your use of the Sites and will constitute an ongoing binding agreement between BENX and yourself.
2. **NOTE: Please read these Terms carefully. Certain of them (indicated in bold) limit our liability or place liability on you or require you to acknowledge a fact. If you have any queries, please contact us at [legal@benx.co.za](mailto:legal@benx.co.za).**

#### 5. Acceptance of Terms

1. By accessing the Website or clicking "I Confirm" or "I Accept" on the Website or in any other Communication Platform, you are deemed to have read, understood and agreed to the Terms.
2. These Terms apply when you visit the Sites for the first time and throughout your use of the Sites. The latest version of these Terms applies each time you visit a Site.
3. We may at any time change any of the Terms and such changes will supercede and replace any previous Terms. The amended Terms will be made available on the Site. Each time you access the Site, you agree to be bound by the Terms, as they have published on the date you visit the Sites.
4. If you do not accept these Terms, please do not continue to use the Sites. Please note that the Terms stated in this document refer to the use by you of the Sites and are not related to any commercial agreement concluded between you and BENX or any third party pursuant to the use of the Sites.

#### 6. Use of Services

1. **When you elect to use the Services, by responding with a clear instruction to be contacted, clicking links to our Website in any marketing communications, advertisements and/ or, clicking the "I Accept" box attached to these Terms, you understand and agree that you have been given an opportunity to read and understand these Terms which apply to your use of the Services which will then be binding on you.**
2. **You further acknowledge and understand that the conclusion of any required documentation for use of the Services takes place in an electronic format via the Sites and that tick boxes or questions, which are ticked / answered by you, constitute agreement to the document and/or provisions to which such tick boxes or questions relate. No further physical signature or documentation will be required in order for agreement to be reached.**

#### 7. Opt-In and Consent

1. **When you register on the Website and submit your request to be contacted or transferred to a Partners website for any advertised or displayed offer and click on the agreement to the Terms and Privacy Policy, or you click on the box "Call Me Back" / "Submit" / "Get Quote" or click on a link to these Terms in any Communication Platform received and/or provide any response to communication other than a clear instruction to opt out or provide us with your personal information, you are opting into and providing your consent to receiving marketing and other communications via SMS, instant messaging, e-mail and telephone calls from service providers or BENX for the Services offered on the Sites and any other promotions that may be of interest to you.**
2. **If you received an email or SMS, from a party other than BENX, directing you to the BENX website, you authorise BENX to securely share your consent authorisation and other personal and contact information in order to record your consent acceptance, correct any personal information held by the 3<sup>rd</sup> party and for analytical purposes.**
3. When you receive marketing communications, you will always be given the option to opt out.
4. Should you decide to opt out of all or any direct marketing received from us, you can either click on the unsubscribe link, but you acknowledge and understand that you will not receive any further notifications from BENX.

5. **Depending on the Services being offered on the Site, inclusive of obtaining your Credit Score, BENX and/or a Third Part BENX partner may require a credit profile check to be performed with a registered credit bureau. You hereby consent to have your personal information sent to a credit provider and/or credit bureau for purposes of checking your credit profile, either on registration or at regular intervals dependent on the service offered.**

#### **8. Personal Information**

1. When you submit your personal information on the Sites to qualify for the Services, you understand and agree that we will use your personal information as you have given it to us, including your South Africa Identity Number in order for us or our partners to determine if you are a suitable candidate for their or our Services.
2. We respect and understand the importance of your personal information and will ensure that it is stored securely and is only used as described in these Terms and our Privacy Policy.
3. **Where you have agreed to our Privacy Policy by ticking the relevant box, visited or been linked to the Site, you understand and agree that we will use your personal information to send you marketing communications through various channels, including SMS, e-mails, AVM and telephone calls, provide your Personal Information to Partners to assess qualification for Services offered or provide Services and for Partners to provide updated Personal Information to BENX.**
4. **In the event that you request a quotation or make an application for a service or product offered by a Third Party BenX partner, you expressly agree that the Third Party BenX partner is authorised to provide the information back to BenX relating to, but not limited to:**
  1. **Status of Registration or Quote**
  2. **Status of Application or future Applications**
  3. **Service or Product Type;**
  4. **Amount Outstanding;**
  5. **Monthly Premiums or Fees Due**
  6. **Payments Made**

#### **9. Use of this Website and Services**

1. By accessing the Site and using the Services, you warrant and represent to us that you are over 18 (eighteen) years of age and legally entitled to do so and have the required legal capacity to conclude legally-binding transactions.
2. When you give us your personal information, you hereby warrant, undertake and represent that you will enter only true and correct personal information and that we shall be entitled to rely on the correctness thereof. You understand and agree that we do not review or purport to review any submitted information and we reserve the right to suspend or terminate your access to the Site and Services without further notice to you.
3. You may only use the Site to browse the content and enter legitimate information for your personal use. The Site and any content provided on it may not be copied or distributed, reproduced, republished, uploaded, posted, transmitted in any way whatsoever for commercial purposes.
4. You warrant that you will not use the Site, the Services and/or the content or any information made available or sent to you by us pursuant to your use of the Site for any purpose that is unlawful or prohibited under South African or international law or is in contravention of these Terms and you hereby indemnify us accordingly.

#### **10. Cookies**

1. When you visit the Site, we may make use of "Cookies" to automatically collect information and data about users. If you do not want information collected by means of Cookies, please disable the use of Cookies in your web browser.

2. Cookies may, however, be necessary to provide you with certain features available on the Site.

If you disable Cookies, you may not be able to use these features and your access to the Site will be limited.

## **11. Security**

1. We will take all reasonable technical and organisational measures to protect any information transmitted over the Sites. We do not, however, guarantee the security of any information transmitted online to us and you accept the risk of providing information on the Site.

## **12. Third Party Content and External Links**

1. The Site may include products or content, advertisements from third parties or external links to other websites having their own content, or any other third-party content ("Third Party Content").
2. You acknowledge that the Third-Party Content:
  1. is beyond our control and that any reliance on any representation, statement or information contained in the Third-Party Content is at your own risk;
  2. is not verified by us and we do not determine or guarantee its lawfulness, accuracy or reasonableness; and
  3. may contain representations, statements or information which does not represent the views, opinions or beliefs of BENX, its associates, directors, employees or affiliates.
3. We are not responsible for and we do not endorse, support or guarantee the quality, reliability or suitability of any such Third-Party Content. Any reliance or use of such Third-Party Content is at your own risk.
4. Third Party Content may be subject to additional terms and conditions. It is your responsibility to read and adhere to such additional terms and conditions, including the terms and conditions of that third-party website.

## **13. Content**

1. While we make every effort to update the information provided on the Site on a regular basis, we make no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any content on the Site.
2. We reserve the right at any time to change or discontinue without notice, any aspect or feature of the Site and any Service and/or content offered on the Site.

## **14. Maintenance**

1. We will use our reasonable efforts to maintain the Site. The Site is subject to change from time to time. You will not be eligible for any compensation should your use of any part of the Site be affected in anyway and/or because of a failure, suspension or withdrawal of all or part of the Site due to circumstances beyond our control.
2. We may:
  1. modify or withdraw, temporarily or permanently, the Site (or any part of it) with or without notice to you and you agree that we will not be liable to you or any third party for any modification to or withdrawal of the Site; and
  2. change these Terms from time to time with or without notice to you, and your continued use of the Site (or any part of it) following such change will be deemed to be your acceptance of the change.
3. Changes to the Terms and the latest version thereof in force at the time you use of the Site will be the version applicable to you.

## **15. Monitoring**

1. We hold the right in our sole and absolute discretion, to monitor any activity and content associated with the Site. We may investigate any reported violation of these Terms or complaints and take any action that we may deem

appropriate which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, or the removal of any materials from the Site.

#### **16. Law**

1. The Terms will be exclusively governed by and construed in accordance with the laws of South Africa whose courts will have exclusive jurisdiction in any dispute.

#### **17. Electronic Communications**

1. When you visit the Site or send responses to us via other Communication Platforms or e-mail us, you are communicating with us electronically. Your use of the Sites will be deemed your consent to receive communications from us electronically via e-mail, SMS, instant messaging or any other electronic means. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

#### **18. Intellectual Property**

1. All content included on the Site, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our Partners and is protected by international intellectual property laws.
2. All software used on the Site is our property or that of our software suppliers and is protected by international intellectual property laws.
3. The registered and unregistered trademarks, names, logos and service marks displayed on the Site belong to us or BENX partners. Nothing contained on the Site, except as expressly stated in these Terms, will be construed by you as the granting of any license or right to use any trademark without our prior written permission. All rights in and to the content and trademarks are reserved and retained by us or our Partners. You further acknowledge that we, or our Partners, are the proprietors of all the content and trademarks on the Site, whether it constitutes confidential information or not, and that the you hold no right, title or interest in any such material.

#### **19. Warranties**

1. **WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, AND/ OR PRODUCTS INCLUDED ON THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR SOLE RISK.**
2. **TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED.**
3. **WE DO NOT WARRANT THAT THE SITE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.**
4. **NEITHER US NOR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, OR OUR SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).**
5. **WE EXPRESSLY STATE THAT BENX DOES NOT AND WILL NOT PROVIDE FINANCIAL ADVICE AS DEFINED BY THE FAIS ACT. IT IS YOUR RESPONSIBILITY TO OBTAIN FINANCIAL ADVICE, IF REQUIRED, FROM A REGISTERED FINANCIAL SERVICE**

**PROVIDER. CERTAIN OF OUR PARTNERS ARE REGISTERED FINANCIAL SERVICE PROVIDERS, BUT WE DO NOT WARRANT ANY ADVICE ANY RECEIVED FROM OUR PARTNERS AND IT IS YOUR RESPONSIBILITY AND CHOICE TO OBTAIN INDEPENDENT ADVICE SHOULD YOU DECIDE.**

## **20. ECT Act Disclosures**

1. Access to the content on or through the Site and any other Communication Platform used are classified as "electronic transactions" in terms of the Electronic Communications and Transactions Act (No. 25 of 2002), as amended from time to time ("ECT Act"), and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to the disclose the following information:
  1. Our full name and legal status: Benefit Exchange SA (Pty) Limited ([www.benx.co.za](http://www.benx.co.za))
  2. Company Registration Number: 2016/273192/07
  3. Registered Credit Provider Number: NCRCP15331
  4. Street address: Suite 4100, 4<sup>th</sup> Floor, Sunclare, 23 Dreyer Street, Claremont, Cape Town, 7800
  5. Postal address: Postnet Suite 111, Private Bag X26, Tokai, 7966
  6. Physical address for receipt of legal service: Suite 4100, 4<sup>th</sup> Floor, Sunclare, 23 Dreyer Street, Claremont, Cape Town, 7800
  7. Main business: Fintech
  8. Website address: <http://www.benx.co.za>
  9. Governing terms of use: These Terms and our Privacy Policy
  10. Manual in terms of the Promotion of Access to Information Act 2 of 2000: Please contact [legal@benx.co.za](mailto:legal@benx.co.za).
  11. Management: Sean Rossouw
  12. Costs associated with the access to and use of the Service: There are no costs associated with accessing the Service, except a R1 booking fee associated with the CreditBuilder product.
  13. Dispute resolution and complaints: Please contact [legal@benx.co.za](mailto:legal@benx.co.za) in the event of a complaint or dispute.