

ACPAS TERMS OF USE

1. INTRODUCTION & PURPOSE

- 1.1. Rent Pay (Pty) Ltd. trading as “ACPAS” is a provider of loan management software and payment gateway systems as a Third-Party Payment Provider (“TPPP”). The aforementioned solutions will hereinafter be collectively referred to as “the Products”.
- 1.2. In order to utilize the products, you will be required to log into the ACPAS website, and agree to these terms and conditions, which govern and regulate your use of the Products. By ticking the box which states that you agree to these terms and conditions, you agree to be bound by these terms and to use the Products in accordance with the provisions contained herein.
- 1.3. Each time you access the ACPAS website and before making use of the Products, you will be required to agree to these terms. Your acceptance of these terms and/or use of the Products, constitute an irrevocable acceptance and agreement of these terms.
- 1.4. In these terms, “you” refers to both the individual user making use of the Products and the business which such user represents, collectively and inextricably.
- 1.5. In these terms, “the business which you represent” refers to the business on behalf of which the user makes use of the Products and does not, unless the contrary is clearly indicated, include the user (“you”).

2. AMENDMENT

- 2.1. These terms and conditions of use may be amended at any time, at the sole discretion of ACPAS. You will be informed of any amendment made to these terms and be required to accept the amended terms, before using the Products.
- 2.2. Any amended terms and conditions of use will, as of its date of publication, replace and supersede any and all previous terms of use.

- 2.3. The latest terms and conditions of use will be made available on the ACPAS website: www.acpas.co.za and <https://secure.acpas.co.za/Solution/Login.aspx>

3. CONTENT

- 3.1. The content of the ACPAS website consists of the Products, as well as the advertising material of ACPAS' other products or services, to which you may not be subscribed. Some advertising material may pertain to other businesses which are not affiliated with or controlled by ACPAS, but which render services or provide products appropriate to the industry in which you and other ACPAS customers operate.
- 3.2. ACPAS reserves the right to withdraw or amend any content not related to the Products, at any time and without prior notification.
- 3.3. The Products provide you with the ability to, *inter alia*:
- 3.3.1. Originate, track and keep record of, credit agreements and includes ancillary services to loan management.
 - 3.3.2. Create and/or load payment instructions, subject to the applicable rules governing such instructions which will be explored hereinafter.
- 3.4. You are allowed to print copies of all information and documentation generated by the Products, for your operational use and record keeping. However, you may not recreate, reproduce or transmit the Products, for any other purpose. Products may only be utilized for its intended purpose and function and only to the extent permitted by ACPAS in accordance with the subscription of the business you represent.
- 3.5. Use of the Products is entirely subject to each of these terms and if they are not adhered to, your use of the Products may be suspended or terminated, at any time.
- 3.6. By accessing ACPAS and utilizing the Products, you consent to the collection of your personal information, and the personal information of the consumers to which you extend credit, and which are collected and processed by ACPAS to enable you to perform your duties in regards to the lawful extension of loans.

ACPAS will only utilize personal information, in accordance with relevant statutory requirements, and in the provision of the Products, in line with the purpose for which such personal information is collected. For more information on the manner in which ACPAS processes and protects personal information, please refer to the ACPAS Privacy Policy, which may be access from: *[insert link here to Privacy Policy]*.

4. IMPROPER USE

- 4.1. You, and the business which you represent may, directly or indirectly, use or cause to be used, the Products in any manner which is inconsistent with the terms of this policy, or any manner which is improper, unlawful or may cause harm to the credit extension and payment systems industry, as a whole.
- 4.2. Should any improper use be detected or suspected, your use of the Products will be suspended or terminated, with immediate effect and without notice.

5. USER DETAILS & PERSONAL INFORMATION

- 5.1. It is your responsibility to ensure that you retain your log-in details, being your username and password, and that such details are retained securely and kept confidential. Your log-in details may not be disseminated or disclosed to any person other than yourself.
- 5.2. Should you believe that your log-in details have been compromised or disseminated, by whatsoever means, you are obliged to report to ACPAS in order to have your log-in details amended to restore the integrity of the business' profiles.
- 5.3. Should you, whether directly or indirectly, disseminate or cause to be disseminated any log-in details, whether your own or that of another user, you will be held liable for any compromission or damages suffered as a result thereof. It is of paramount importance that you do not allow, or cause to be allowed, the use of your log-in details by another user, or cause the log-in details of another user to be used by any person other than that user.
- 5.4. You further understand and agree that ACPAS may collect some personal information of you, as the user, in order to make the Products available to you.

This information includes your name and surname, contact details, internet usage patterns and device details. ACPAS will not use any personal information collected for any purpose other than the purpose for which it was collected. In this regard, please see the ACPAS Privacy Policy for more details in respect of the manner in which ACPAS processes and retains personal information.

6. SUSPENSION & TERMINATION

6.1. Throughout these terms, you have been informed of various scenarios which leads to either suspension or termination of use of the Products. For the sake of clarity, the two concepts are defined as: -

6.1.1. Suspension refers to the temporary withdrawal of the business and its users' access to the Products. Despite access having been withdrawn, processes continue to run and payment mandates continue to be fulfilled until such time as the suspension is lifted. Please note that a suspension may still lead to termination, if the issue which caused suspension is not addressed and rectified, to the satisfaction of ACPAS.

6.1.2. Termination refers to the complete and final breakdown of the agreement between ACPAS and the business. Access to the products will be finally and irrevocably withdrawn. Existing payment mandates will be fulfilled, but no new payments may be processed. No new mandates will be accepted and, once all active payment mandates have been fulfilled, the business' profiles will be fully and finally closed. After termination, the business will have to apply to ACPAS for a new profile and use of its systems, which ACPAS may refuse in its sole discretion and without any obligations to advance reasons for such refusal.

7. COPYRIGHT & INTELLECTUAL PROPERTY

7.1. Copyright and Intellectual Property contained in, displayed in, consisting of or from which the Products consist, is and remains the proprietary assets and confidential information of ACPAS.

- 7.2. Any unauthorized copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast, circulation or exploitation of such confidential information and proprietary assets will be an infringement of ACPAS' copyright and intellectual property rights.
- 7.3. No use of such confidential information and/or intellectual property rights is permitted, unless specifically agreed to by ACPAS and reduced to writing between ACPAS and the party to whom it extends such privilege.

8. THIRD-PARTY LINKS

- 8.1. ACPAS may, from time to time, allow the advertising of certain service providers to the industry within the Products.
- 8.2. These links are aimed at making you aware of services and products within the industry which complement the Products or which may be necessary to a business operating within the industry from time to time.
- 8.3. Such third-party links, and the contents of the website to which they lead are not endorsed, approved or aligned with the views, opinions and standards held by ACPAS.
- 8.4. ACPAS assumes no responsibility or liability for the contents of such third-party links, their content, security, completeness or legitimacy and you visit such third-party websites at your sole risk and responsibility.
- 8.5. This policy and the ACPAS Privacy Policy, does not extend to such third-party links.

9. WARRANTEES

- 9.1. The business warrants that it is entitled to operate as a credit provider or lender, is registered as such, if applicable, and will remain registered as such, in good standing with any required statutory body or agency.

- 9.2. You warrant that you are duly authorized to make use of the Products, on behalf of the business and in accordance with the access and permissions granted to you.
- 9.3. You warrant that you will not make use the Products, or the information to which you have access as a result of the Products, in any manner which is inconsistent with industry laws, regulations, statutory requirements, unethical or unlawful in terms of South African law, international law (if applicable) or prohibited by these terms.
- 9.4. You, and the business, warrant that all information which you provide to ACPAS is correct and complete and that, in the event of a change in any information provided to ACPAS, you will inform ACPAS of such changes within a reasonable amount of time.
- 9.5. The business warrants that it will comply with the requirements of any privacy laws including any laws protecting personal information at all times, in the conduction of its business and in the use of the Products.

10. DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNITIES

- 10.1. Although ACPAS aims, at all times, to ensure that the Products are accurate, reliable and complete, it makes no warranties to this effect and your use of the Products are subject to you ensuring optimal statutory compliance and should any aspect of the Product require change or rectification to ensure compliance or efficiency, this must be communicated to ACPAS without delay.
- 10.2. The Products and any additional information which can be gleaned or viewed from or within the Products, should not be construed as professional advice in any field including, but not limited to: financial, legal, tax, VAT, accounting or investment and such advice should always be sought from a professional experienced and qualified to give advice in the appropriate field.
- 10.3. Any third-party links contained in the Products, from time to time, are not endorsed, protected or verified by ACPAS and ACPAS assumes no responsibility whatsoever for the risk associated with following such third-party links.

- 10.4. ACPAS makes every reasonable effort to ensure that the Products are free of malware or destructive coding but makes no warranties to the effect and assumes no responsibility should malware or destructive coding be contained or hidden within the Products.
- 10.5. ACPAS disclaims itself and its directors of any liability which may arise from the use of the Products, whether such use was proper or improper, from any damage, liability, loss and/or expense, whether directly or indirectly attributable to use of the Products.
- 10.6. You indemnify ACPAS of any liability or responsibility, whether directly or indirectly, for any damages or liability which may be attributed to you or the business which you represent, which arise as a result of your failure to utilize proper and compliant payment mandates.
- 10.7. You indemnify ACPAS from any loss of income, liability or damages which you may suffer as a direct, or indirect, consequence of ACPAS suspending or terminating your access to the Products, on any of the grounds contained in these terms or any other formal agreement between you, or the business you represent, and ACPAS.
- 10.8. You indemnify ACPAS from any liability or damages which either you, the business you represent, or ACPAS may suffer as a result of the improper use of the Products.
- 10.9. You indemnify ACPAS from any liability or damages which you, or the business you represent may suffer as a result of your failure, whether directly or indirectly, to maintain your log-in details as confidential and/or prevent the disclosure or dissemination thereof.
- 10.10. You indemnify ACPAS from any liability or damages which you, or ACPAS, may suffer as direct or indirect consequence of your failure to adhere to the warranties contained in these terms, or as a result of never having adhered to the warranties contained in these terms.

11. NON-WAIVER

- 11.1. Any indulgence which ACPAS may extend to you in respect of any of the terms contained herein should not be construed as a waiver of its rights to enforce compliance with that term or any other terms contained herein.

12. JURISDICTION

- 12.1. By agreeing to these terms, you irrevocably consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, for any legal proceedings which may arise from these terms or use of the Products.

13. CONTACT DETAILS

- 13.1. Should you require any information relating to these terms of use, or have any queries in this regard, please contact ACPAS using the following contact details:

RENT PAY (PTY) LTD t/a ACPAS
92 Jean Avenue
Doringkloof, Centurion
info@acpas.co.za
012 665 0319

14. ACCEPTANCE

- 14.1. Your acceptance of these terms and conditions are recorded by ticking the "I Agree" box and by the subsequent use of the Products you are deemed to have agreed to each and every term contained herein.