

CLIENT/APPLICATION MANDATE AND AGREEMENT

DATE OF APPLICATION: 2020-10-20 07:54:55
CLIENT NAME:
CLIENT ID NUMBER:
CLIENT REFERENCE: CCSCRE31
ORIGIN IP ADDRESS: 41.13.84.102

BANK ACCOUNT DETAILS OF APPLICANT:

BANK NAME:
DEBIT DATE:
EMAIL ADDRESS:
CELL NUMBER:
COMMENCEMENT DATE: 2020-10-20

Collecting company: PERSONAL LOAN FINDER a division of Computech Credit Solutions 2013/236060/07.

I, the applicant/client hereby irrevocably agree to and accept the Terms & Conditions and the Terms of Use and the Legal Disclaimer as well as the Privacy Policy (known collectively as the policies) of Personal Loan Finder which I have read and understood. Please remember, that once selected, these policies will form a binding mandate and agreement between yourself (the applicant/client) and Personal Loan Finder, and the amount of R390.00 will immediately become due and payable should your application for Personal Loan Finder convenient service package be accepted and thereafter R121.00 per a month. You will be notified via email and/or sms of your (the applicant/client) acceptance. Also, by ticking this box, you would like to receive the complimentary loan finding service with your purchase of our 4 in 1 package. Do not submit your application if you have not read, understood and agreed to the Personal Loan Finder. If you irrevocably agree to and accept the policies of Personal Loan Finder , 'tick' the box and Submit your application.

APPLICANT/CLIENT SUBMISSION & ACCEPTANCE RECEIVED ONLINE: Yes

DIGITALLY SIGNED:

Date Stamp of Submission and Acceptance: 2020-10-20 07:54:55

Time Stamp of Submission and Acceptance: 2020-10-20 07:54:55

A Digital Signature of this Mandate and Agreement was automatically generated based on the users and/or applicants and/or clients acceptance of the Terms & Conditions, Terms of Use, Legal Disclaimer and the Privacy Policy, as outlined below, on either the Personal Loan Finder Website and/or verbally in a telephonic call.

TERMS AND CONDITIONS

The use of Personal Loan Finder is subject to the terms and conditions set out below.

1. Personal Loan Finder is not a Credit Provider, an agent of a Credit Provider or a representative of a Credit Provider, we are a division of Computech Credit Services with the registration number 2013/236060/07
2. You give (the applicant/client) us permission to submit your details as per the online application form to various Credit Providers in order to find you a loan. You (the applicant/client) agree that the information you have submitted on this/your application is true and correct
3. Personal Loan Finder convenient 4 in 1 package costs R390.00 once and there after R121.00 month which is a perpetual agreement . This means that the agreement will continue for an indefinite period and the applicants/clients account will be debited every month for the amount of R121.00 until the applicant/client terminates the agreement via written email. This also includes a comprehensive credit report, legal assist. This fee we will be deducted directly from your bank account with the bank account details you (the applicant/client) have provided online or telephonic, using Naedos direct debit on your salary date. Please note: This fee has NO association with the loan, the granting of any loan, the amount on an application for a loan or the loan application as a whole
4. All clients receive notification via email of acceptance of our services. Once accepted applicant has 5 days to cancel their application from date of application for Personal Loan Finder's 4 in 1 service package.
5. In the event of cancellation before contacting a financial institution to apply for the requested finance, we may impose a cancellation fee for the cancellation.
6. Computech Credit Services has a 5 day cooling off period which commences upon completion of this application, should you cancel outside the cooling off period we will charge you with a reasonable cancelation fee as prescribed by the Consumer protection Act of only R199.00 as the services would have already commenced.
7. The fee is only refundable if the loan is not granted due to any circumstances within Personal Loan Finder's reasonable control.
8. You (the applicant/client) instruct us to load a debit against your account for the amount of R390.00 once off thereafter R121.00 monthly using the bank provided in your application form, once your application has been sent to the financial institution chosen, if successful or if not successful due to any circumstances beyond Personal Loan Finder reasonable control
9. I(The Customer) hereby authorise Personal Loan Finder, Computech Credit Services to issue and deliver payment

instructions to the Beneficiary bank for collection against my account at my bank on condition that the sum of such payment instructions will never differ from my/our obligations as agreed to in the Agreement. The individual payment instructions so authorised to be issued must be issued and delivered monthly on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement. The payment instructions so authorised to be issued must include an Agreement number. This number must be included in the said payment instruction. This number must enable you to identify the Agreement. I (The Customer) agree that the first payment instruction will be issued and delivered on acceptance of service by Computech Credit Services and thereafter regularly ACCORDING TO THE AGREEMENT, If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the following business day. I authorise the originator to make use of the tracking facility as provided for in the EDO /NAEDO system at no additional cost to myself. Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid. This authority may be cancelled by me/us by giving you 30 calendar days written notice.

10. The 4 in 1 Service package is known as q-assist and legal assist and includes duties in the form of sourcing quotes from various industries and presenting them to you via email as well as a complimentary loan finding service

11. In the event a loan is offered to you by Credit Provider, you are under no obligation to accept same.

12. You understand that paying the fee will ensure that we will do everything reasonable within our power to secure a loan for yourself, but doesn't provide a guarantee that a loan will be granted in your favour.

13. Please be aware that all lenders may conduct a credit check.

14. Please note that our 4 in 1 package is mandatory in order to make use of our FREE loan finding service

15. We do not receive any commissions from the lenders .

16. You, acknowledge the risk involved in borrowing money from the chosen Credit Provider and hereby indemnify us against losses you might sustain with regards to the granting of the loan or the loan not being granted by the relevant Credit Provider, due to reasons beyond our reasonable control. This will include any economical loss pertaining to the harm/losses caused.

17. The 4 in 1 Service package is known as q-assist and includes duties in the form of sourcing quotes from various industries and presenting them to you via email as well as a complimentary loan finding service

18. Personal Loan Finder's 4 in 1 Service Package costs an amount of R390.00 once off thereafter R121.00 a month, there will be a 30 days waiting period to use the legal assist service from the date of the first paid premium.

19. Personal Loan Finder does not provide financial advice, you will deal with the financial institutes directly

20. The applicant agrees that they have fully read and understand the Terms and Conditions of Personal Loan Finder and have voluntarily submitted the application to purchase Personal Loan Finder's 4 in 1 Service package.

21. We reserve the right to enforce our strict cancellation process. NO refunds will be considered if any applicant cancels outside the 5 day cooling off period. If you (the applicant/client) decide to cancel your application for Personal Loan Finder convenient 4 in 1 service package, outside of the cooling off period, no refund will apply OR if no payment has been received by Personal Loan Finder, you (the applicant/client) shall remain liable for the payment.

22. Should the applicant/client not honour this agreement in any way, Computech Credit Services has the right to take any legal action against the client in order to retrieve the outstanding fee payable to Computech Credit Services. Should Computech Credit Services instruct their Attorneys to collect the fee of R390.00 (Three hundred & ninety rands) including the R110.00 monthly fee, which includes the debit order costs from the applicant/client, the applicant/client will be held liable for all legal fees incurred, which fees will be on an attorney and applicant/client basis.

23. Personal Loan Finder does not sell, trade or otherwise share the information we collect, outside of our company, however, we may from time to time use this information for the purposes of offering or marketing additional services, promotions, including promotions, products and/or services offered by third parties. The communication of these promotions, products or services may be via SMS, Email, Post, Telephonic and not limited hereto. You (the applicant/client) hereby agree to the usage of your personal information by Personal Loan Finder, its branches and/or affiliates in this regard

24. These policies form part of your consent when submitting your application for Personal Loan Finder service package via our website and by ticking the box, before submitting your online application it shall constitute a digital signature (IP address, date and time of submission) on your binding mandate and agreement for the irrevocable acceptance of the policies Computech Credit Services and yourself and Computech Credit Services .

25. IMPORTANT NOTICE:

Personal Loan Finder (division of Computech Credit Services) or any of its employees does not give out financial advice. We operate an online and/or telephonic referral service and we forward on all your requests and applications to qualified and registered financial services providers with whom we have pre-arranged agreements. You (the applicant/client) will deal directly with these advisors after Personal Loan Finder has submitted your application.

26. Marketing: The Company markets itself by means of local newspaper advertisements and the internet via the company website and not limited to the website, and at no time guarantees that a loan will be granted to the applicant/client. If the applicant/client should make a telephonic application for our 4 in 1 service package, the company

telesales marketers are trained to fully explain the product being sold to the public and the prospective applicant/client is asked whether they comprehend or have further questions pertaining to said product. Telemarketing sessions are recorded and the prospective applicant/client is informed thereof prior to the session.

27. Product: The Company sells a perpetual convenient 4 in 1 service package, comprising of a free loans finding service, q-assist, legal assist, credit report service at a fee of R 359.00 once off and thereafter R110.00 monthly, which also entitles the applicant/client to a complimentary loan finding service, whether such applicant/client requires a personal loan, mortgage bond or study loan etc. The function of applying for a loan through various financial institutions is outsourced to a finance broker who attends to the loan application process. Loans are obtained from financial institutions who are compliant with statutory regulations pertaining to financial services.

28. Guarantees: The Company does not guarantee that the applicant/client will be granted the loan nor the amount of such loan, as such application is subject to the client's credit history and qualifying requirements being satisfactory met. The Company does warrant a committed professional service and that the loan application will be professionally processed within a reasonable period of time on provision that the applicant/client has duly complied with the application requirements. The service entitles the applicant/client to a professional effective application without personally attending various financial institutions to obtain said finance. The personal documentation submitted to the Company by the applicant/client is treated with the utmost confidentiality and to be used solely for the purpose of obtaining finance for said applicant/client.

29. Dispute/Complaint Procedure: The Company is committed to prime customer service policy and therefore invites dissatisfied applicants/clients to an open door complaints procedure which will promptly attend to said complaint by emailing: customerservice@compucredit.co.za. As per the requirements of the Consumer Protection Act No. 68 of 2008, should you (the applicant/client) feel the need to lodge a complaint about the service we provide, kindly forward your complaint as we strive to resolve all complaints within 96 hours from date of receipt.

30. Jurisdiction: The applicant/client and consents to the jurisdiction of Durban Magistrates Court should any legal disputes arise which have not been resolved internally. The applicant/client pays a fee of R390.00 once off thereafter R121.00 monthly, for the convenient 4 in 1 service package. These fees are strictly non-refundable upon the agreement to these terms and conditions, except in the circumstances where the applicant/client exercises his/her right to terminate the agreement as per clause 3 hereof.

31. A email copy of the Loan application form constitutes the original. All online applications, through the company website, for our 4 in 1 service package, by ticking the box, before submitting your online application, constitutes a digital signature of the applicant/client for the irrevocable agreement to the Terms & Conditions, Terms of Use, Legal Disclaimer and Privacy Policy of the company, which confirms the applicant/client has read and understood.

TERMS OF USE

INTRODUCTION

The operator of this website is Computech Credit Services, registration number 2013/236060/07. The use of this website is subject to the Legal Disclaimer and Terms of Use set out below. Our Terms of Use and Legal Disclaimer policies need to be read in conjunction with our Terms and Conditions and Privacy Policy. All the aforementioned policies will govern our current and future relationship, and constitutes a binding agreement between you and Computech Credit Services.

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Jurisdiction

The Personal Loan Finder website is intended to be accessed only by persons located in South Africa, and Computech Credit Services make no representation that any information, materials nor functions included in this website are appropriate for use in any other jurisdiction.

Complaints Procedure

We strive to always deliver the best service possible to all our website visitors and clients. If you feel that we have not delivered acceptable service, we encourage you to make use of our complaints procedure. We are fully committed to the Consumer Protection Act No. 68 of 2008, which ensures that we have a constructive complaints procedure. Kindly forward all complaints via email to customerservice@compucredit.co.za.

We strive to resolve all complaints within 48 hours from date of receipt.

Website Problems

This website has been extensively tested and should work properly at all times.

However, if you experience a problem at any time, please return to the home page and try again. If the problem persists, you can contact us via email at customerservice@compucredit.co.za. Without derogating from the generality of the above, we will not be liable for: any interruption, malfunction, downtime nor other failure of the website or online services, our system, databases or any of its components, for reasons beyond our control; any loss nor damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; or programming defects; any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public, switched, telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;

Enforceability

In the event that any provision of these Terms of Use and access to this website is held unenforceable, it will not affect the validity and enforceability of the remaining provisions, and will be replaced by an enforceable provision that is rendered the closest to the intention underlying the unenforceable provision.

Governing Laws

The Terms of Use of this website shall be governed by and construed in accordance with the laws of South Africa.

LEGAL DISCLAIMER

By making use of Personal Loan Finder (hereinafter referred to as Computech Credit Services or Company/ies) website material and applications means that you have read, understand and agreed to the information in the documents below. Our Terms & Conditions are explained in this section. Important

Notice: Please be advised that Computech Credit Services operates on it's own and has no direct relation to any other

company nor does it have any affiliation with them Legal Disclaimer Personal Loan Finder Website 'the Terms' are known collectively as The Legal Disclaimer, Privacy Policy, Terms of Use, Terms and

Conditions of Computech Credit Services and this website.

By visiting the website of Computech Credit Services , viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to Computech Credit Services, you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by our Terms your only option is not to visit, view or otherwise use the services of Personal Loan Finder. You understand, agree and acknowledge that these Terms constitute a legally binding mandate and agreement between you and Computech Credit Services and that your use of Computech Credit Services and the Personal Loan Finder website shall indicate your conclusive acceptance of this agreement.

By accessing this website, you are deemed to have read, understood and agreed to the terms. Computech Credit Services may at any time modify any of the terms and such modification will supercede and replace any previous terms. The amended terms will be made available on the website. Each time you access the website, you agree to be bound by the terms, as they have changed. Computech Credit Services and its affiliates provide information and material relating to Computech Credit Services on this website (hereinafter referred to as 'Personal Loan Finder' or 'the site').The information and material provided on the site is not, nor is it represented to be, intended for distribution to or use by any person or entity (corporate or otherwise) in any jurisdiction or country where such distribution or use would be contrary to the laws and/or regulations of those jurisdictions or countries or which would subject Computech Credit Services, its directors, employees or its affiliates to any registration or regulatory requirement whatsoever within such jurisdiction or country. The information and material displayed on or provided in the site is currently only available to citizens and residents of and legal entities formed, incorporated, established or having their effective management in the Republic of South Africa. The use or attempted use of the information and material by residents or legal entities of other countries may in some circumstances result in civil action or criminal prosecution. Own Risk Although the information and material provided on the site is obtained or compiled from sources believed to be reliable and therefore expressed in good faith, and although in the preparation of the site every effort has been made to offer the most current, correct and clearly expressed information possible, inadvertent errors may occur, and applicable information, laws, rules and regulations often change without the site being immediately updated. Therefore, the information on the site is provided 'AS IS' and 'AS AVAILABLE' and is therefore viewed at own risk. No warranty, representation, undertaking or guarantee concerning the accuracy, adequacy and completeness of the information and material provided herein is either expressly, tacitly or by implication given by Computech Credit Services. Computech Credit Services expressly disclaims any liability for any errors or omissions in the information, material, views and opinions. Even if this information or data is displayed 'live', and even if this information is obtained from another 'live' source, no warranty, representation, undertaking or guarantee concerning the accuracy, adequacy and completeness of the information and material provided herein is either expressly, tacitly or by implication given by Computech Credit Services. Computech Credit Services does not warrant or guarantee the accuracy and completeness of any of the information, material, views and opinions for any particular

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Without limiting the generality of the foregoing, neither Computech Credit Services nor its directors shall be liable for any loss of business, loss of data and/or loss of profits, any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any service/s which are necessary to ensure the availability of the website.

Information transmitted via the internet is susceptible to monitoring and interception. You will bear all risks of transmitting information in this manner. We will not be liable for any loss, harm or damage suffered by you as a result of transmitting information to us.

Any unsolicited confidential or proprietary information sent to us via the internet cannot be guaranteed to remain confidential. If you need to send such information to us and are concerned about the security of this information please contact us and we will advise you of the most appropriate method of transmission.

This website is made available for public viewing on the basis that Computech Credit Services excludes, to the extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising out of the use of this website or reliance upon the content of this website.

Nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for the terms which govern the relationship between us in relation to your use of the website.

The advertising of our services via the website merely constitutes an invitation by Computech Credit Services for you to make an application for our 3 in 1 service package. Computech Credit Services reserves the right not to accept and/or comply with any application for any reason whatsoever on notice to you. Should Computech Credit Services accept your application for our 3 in 1 service package, the agreement is governed by the terms and conditions, terms of use, legal disclaimer and the privacy policy of Computech Credit Services and this website.

For any further information, you may email customerservice@compucredit.co.za.

PRIVACY POLICY

This Statement of Privacy applies to the Personal Loan Finder Website and governs data collection and usage. By using the creditfinder.co.za website, you consent to the data practices described in this statement. Personal Loan Finder is owned and operated by Computech Credit Services and is herein referred to Computech Credit Services.

INTRODUCTION

We assure you that your personal information will be treated confidentially. If we have a duty to disclose your personal information in order to comply with a legal request or to enforce any regulation stated in our Terms and Conditions

policy, we will do so at our own discretion. By using the Personal Loan Finder website, you consent to the data practices described in this statement.

Our Privacy Policy applies to all current and former customers and may change from time to time. When you read our Privacy Policy, you will learn how we collect, process and use your personal information.

SECURITY, CONFIDENTIALITY AND DATA INTEGRITY

We at Computech Credit Services value your personal information just like you. Therefore, we take all precautionary steps to protect this from misuse, loss or unauthorised alteration. We have developed a server that stores all your personal information on a database.

As the Internet is not a secure medium of communication, Computech Credit Services cannot guarantee the security of any information you put on our website or send to us via the Internet. Computech Credit Services are not, and will not be, responsible for any damages you or others may suffer as a result of the loss of confidentiality of any such information. To minimise the possible risks associated with the provision of personal data.

By agreeing to our Terms and Conditions you permit us to contact you about services or products which we believe you may be interested in, offered by us, companies in our group.

PERSONAL INFORMATION AND COLLECTION OF DATA

What is personal information?

It is information that identifies you and which relates to all your details.

How do we collect your personal information?

We collect your personal information from the data you provide on the online, application form. We use this information for various purposes, including, but not limited to, our products and services assessment, i.e., whether or not we think we can assist you in finding a loan, and whether you qualify for our 3 in 1 package.

Computech Credit Services collect personally identifiable information, such as your email address, name, home or work address or telephone number, and all your financial particulars. Computech Credit Services also collect anonymous, demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favourites.

Information about your computer hardware and software are also automatically collected by Computech Credit Services.

This information can include your IP address, browser type, domain names, access times and referring website addresses. This information is used by us for the operation of our services, to maintain quality of our services, and to provide general statistics regarding use of the Personal Loan Finder website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through the Computech Credit Services public message boards, this information may be collected and used by others. Computech Credit Services encourage you to review the privacy statements of websites you choose to link to from Personal Loan Finder, so that you can understand how those websites collect, use and share your information.

Sharing of Data for Service Provision

We share the data you submit with third parties involved in the process of providing the services you request, such as brokers, lenders, affiliates, customer and financial service providers. We have trusted relationships with these carefully selected, third parties who perform services on our behalf. All service providers are bound by agreement to maintain the confidentiality and security of your personal information, and are restricted in their use thereof as per this Privacy Policy.

Direct Marketing

We will provide you with information about our new products, promotions, special offers and other information which we think you may find interesting. We may send you such information via email, mail, telephone or sms in accordance with the information you have provided us with. We will continue to provide you with marketing material through specific methods of communication. This is a free service sent to you from our marketing department.

USE OF COOKIES

The Personal Loan Finder website uses 'cookies' to help you personalise your online experience.

OPTING OUT

Should you wish to 'Opt Out' from receiving the above communications, simply click on the unsubscribe link or email us at customerservice@compucredit.co.za.

CHANGES TO THIS POLICY

Computech Credit Services will occasionally update this Privacy Policy to reflect company and customer feedback. Computech Credit Services encourage you to periodically review this policy to be kept informed of how we are protecting your information.

CONTACT INFORMATION

Computech Credit Services welcome your comments regarding this Privacy Policy. If you believe that we have not adhered to this policy, please contact Computech Credit Services at customerservice@compucredit.co.za.

SIGNED ON: 2020-10-20 07:54:55 BY . IP Address: 41.13.84.102