



Virgin Money Credit Score - Terms of Use - the Ts and Cs

REQUESTING YOUR CREDIT SCORE – WHAT IT MEANS

Thanks for taking the time to find out your credit score and for your interest in our products.

Please take a moment to read these terms and conditions (“Ts and Cs”). Please note that these Ts and Cs must be read with our Website Terms of Use and Privacy Policy, which are also available on virginmoney.co.za/legal-stuff/

By requesting your credit score through our site creditscore.virginmoney.co.za; you agree to the following Ts and Cs and any changes made to them from time to time. It is therefore important that you check these Ts and Cs every now and then to ensure that you are up to date with any changes, as any changes to the Ts and Cs will apply to you and you will be bound by them without notice. We will however do our best to notify you of any significant changes in advance.

If you have any questions about these Ts and Cs, please contact us via email on : talktous@virginmoney.co.za

WHO DO THESE Ts AND Cs APPLY TO?

Please note that the products and services available on this website are only available to persons that are 18 years or older, that reside in or are nationals of the Republic of South Africa.

USING OUR SERVICES

We offer our customers one free credit score check per year (any additional credit score checks will attract a charge) so that you have visibility of your credit status and so that we can assist you by providing you with bespoke access to financial products and services that would be best suited to you, making your life much easier and assisting with your financial growth and freedom. As an entrepreneurial business, we know how important it is to get good advice and ensure that you have great products in your financial stable so that you can get on with the great stuff that you want to do with your hard earned cash.

In order to do so, we work with a number of third parties, including registered credit bureaus and financial services providers.

Once you have provided us with your identity number and consent to us retrieving your credit score, we will provide you with your credit score as it appears on our partner credit bureaus system at the time of your enquiry. We unfortunately do not have access to the workings of their system and therefore cannot make any enquiries regarding that information on your behalf but will provide you with their contact details if you have any queries or would like to dispute the information on record. Please contact [INSERT] for this purpose.

Please be advised that the provision of your credit score is subject to successful identification authentication in terms of our policies and procedures, which are in place in order to ensure that we protect our customer's information and identities. Any rejection of a request to provide a credit score shall be in our sole and absolute discretion for these reasons.

Once you have received your score, we will provide you with information on products that you elect to receive more details about until such time that you wish to opt-out – which you may do at any time by contacting talktous@virginmoney.co.za . We wish to send you information about our products that may be of interest to you only, so please let us know how we are doing and if we are getting it right.

All reasonable steps are taken to ensure that the information that we provide you with is correct and up to date. We do not however warrant that the content or information provided is always accurate, complete and/or current, as we rely on our third party service providers for the information that we give to you.

These Ts and Cs apply to the provision of your credit score and your election to receive further information about relevant financial services. If you elect to take up any of our referred products, then please note that those product's terms and conditions will specifically apply. Calculations and quotations provided via our sites are guidelines only and are subject to confirmation once you enter into a policy agreement with us.

We may utilise your information from time to time in order to assess the applicability of our products to our customers and in order to best provide and tailor our products to your needs.

OWNERSHIP OF INFORMATION

Your privacy is important to us and we are committed to the protection of your personal information. If you want to know more about how we collect, use, share and store your personal information, please read our Privacy Policy.

You expressly acknowledge and agree that, on your request via our site for your credit score, we may obtain your credit score on your behalf from our credit bureau and utilise that information in order

to provide you with applicable products. You therefore consent to us sharing the information that you enter on our site with the credit bureau or partner financial services provider for this purpose. We may thereafter use the data that you provide to us or that you may receive in respect of your credit score to assess your financial needs so that we can assess which products would be most beneficial to you. You thereby also agree that we may communicate such products to you until such time that you elect to opt out of receiving this information.

Although we will take all reasonable steps to ensure the safety of your information and will only share it in terms of these Ts and Cs, we may also be obliged to share your personal information (a) if required under the National Credit Act 2005, (b) as directed by you and/or (c) as directed by a competent court or by the National Consumer Tribunal or National Credit Regulator.

RESTRICTIONS ON THE USE OF OUR SERVICES

Please note that you may only request your own credit score and may not do so on anyone else's behalf. You warrant to us that you have the requisite legal and contractual capacity to request this information. We will therefore not accept any requests to access any information on your behalf other than in respect of the terms agreed to herein.

We reserve the right to suspend access to our services or any part thereof or restrict your use if we, in our sole discretion, determine that you are not using our website in compliance with these Ts and Cs or if we believe that the information provided by you is untrue, inaccurate or incomplete.

The information that you provide to us and/or the use of the information received from us may not be utilised with any fraudulent intent and/or to misrepresent your identity or personal information.

RELIANCE ON INFORMATION

The credit score that we facilitate to be provided to you and the information provided to you thereafter is purely for your general information. We do not control your credit score nor can we influence or change it in any way. Bureaus that carry out credit searches may collect information about you from various sources, the collection and assessment of which is not within our control. Some information may be publicly available, whereas other information may be gathered by businesses that you may have previously interacted with. We will therefore in no way be held liable for the act or omission of any credit bureau that we or you may interact with during this process.

We shall however rely on such information, unless it is amended by the bureau as the result of a successful dispute process. We will unfortunately not be able to assist with nor engage with either party in respect thereof whilst the matter is under dispute.

COOKIES

Please be aware that we make use of cookies to track and assess customer behaviour through interactions with our sites. You are welcome to disable these cookies but this may affect your user

experience and ability to access the full functionality of the site. Please see our Privacy Policy for further information.

TRADEMARKS AND COPYRIGHTS

VIRGIN™ and the Virgin Signature logo are registered trademarks of Virgin Enterprises Limited and are used under licence.

YOUR COMMENTS

We like to hear from you and welcome your comments and ideas. By sending us your comments, you are agreeing that we may use them for commercial purposes, including being able to use them to endorse our products and/or brand or to create a new product or product feature for sale by us, without any compensation to you and you therefore grant us an exclusive license to do this.

When posting comments, you agree to ensure that you do not post any comments that are defamatory, unlawful, abusive or obscene in nature. We disclaim any liability to any third party for any such comments. You will also not infringe any third party rights, including copyright, trademarks or privacy.

Any comments uploaded by users of this site are their opinions alone and do not necessarily represent our views, opinions, beliefs or values. Any information provided on this site should not be treated as professional advice. Therefore please obtain independent expert advice before solely relying on information on this site.

SOFTWARE LICENSES

You acknowledge that any software which may be available or provided to you on this website may contain technology that is subject to strict controls pursuant to export control laws and regulations of the Republic of South Africa and other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export control laws and regulations. We do not authorize the downloading or exportation of any software or technical data from this website to any jurisdiction where such activity is prohibited by export controls laws and regulations.

DISCLAIMER & LIABILITY

The use of our website and our credit score products and services are entirely at your own risk. Errors and omissions do sometimes occur. We make no representations or warranties of any kind, whether expressed or implied.

We shall in no way be liable for any delay or failure to provide our services or perform any obligation under these terms.

We do not warrant that the functions provided by the website, on-line systems or databases will be uninterrupted or error free, or that the website or server that makes them available are free from viruses or other harmful components. We also assume no responsibility, and shall not be liable for any damages to you, for viruses that may infect your computer equipment or other property as a result of your access to, use of, or browsing of this website or your downloading of any materials, data, text, images, video, or audio from this website.

We do not warrant or make any representations regarding the use, or the results of the use, of the materials on this website in terms of their correctness, accuracy, reliability, or otherwise. Your reliance on the information contained on this site is therefore at your own risk. Lastly, we disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose

We accept no liability, to the extent permitted by law, for direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever and howsoever caused arising from the access or use or inability to use our website or the purchase of any products or services. Such indemnity shall apply even if we have been advised of the possibility of such damages

You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of a third party acting on your behalf in connection with your use of our website and/or your purchase of any products or services. In no event shall our total liability to you for all damages, losses, and causes of action exceed the R500.00.

DISPUTES AND APPLICABLE LAW

These Ts and Cs and any claim or dispute arising out of or in connection thereof shall be governed by and construed in accordance with the laws of the Republic of South Africa. The terms and conditions pertaining to these products and services shall be governed by the laws of the Republic of South Africa.