



CrossCheck

Local- & Central Government Information Bureau



WEBSITE TERMS AND CONDITIONS

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1 DOCUMENT VERSION CONTROL AND DOCUMENT OWNERS

1.1. DOCUMENT VERSION CONTROL

NUMBER	DATE ISSUED	CREATED / AMENDED BY	COMMENTS
V1.00	21 Jan 2026	Dirk Badenhorst	First Draft

1.2. DOCUMENT OWNERS

NAME	POSITIONS
Martha Chauke	Default Information Officer
Alain Craven	Deputy Information Officer
Dirk Badenhorst	Deputy Information Officer

2 PURPOSE

CrossCheck Information Bureau (Pty) Ltd (“CC”) is a private company and registered South African primary credit bureau, with limited liability. As a responsible business, CC is deeply committed to adhering to relevant legislation and industry best practice.

The purpose of this document is to set out the Terms and Conditions (Ts and Cs) that regulate the use of the following websites by the user (“you”, “your”, or “yourself”):

www.crosscheckonline.co.za

This website is owned and operated by the CPB Group of Companies (“Consumer Profile Bureau”, “CC”, “we”, “us”, “our”), which includes its subsidiary CrossCheck Information Bureau (Pty) Ltd.

3 ACCEPTANCE OF TERMS AND CONDITIONS

These Terms and Conditions take effect as soon as you access any of our website(s) and constitute a binding agreement between CC and yourself. The current version of these Terms and Conditions will govern CC and your rights and obligations each time you access the website(s). If you do not agree with any provision contained in these Terms and Conditions, you must immediately cease to use our website(s). Your failure to do so, and your continued use of and access to the website(s), will mean that you have read, understood and agree to be bound in full by the provisions of these Terms and Conditions. Unless otherwise specified, these Terms and Conditions apply whether you use and access either free or paid-for services offered by CC that is accessible from our website(s).

4 USE OF THE WEBSITE

By accessing our website(s), you warrant and represent that:

- Your use of the website(s) is for lawful purposes,
- You are over 18 (Eighteen) years of age, and
- You can legally conclude a binding agreement with CC.

You further warrant that you will not contravene any South African or international laws by using our website(s), any services offered on our website(s) or any information provided to you by CC through your use of the website(s).

Except as expressly authorised by these Terms and Conditions, you may not use, alter, copy, distribute, or transmit any content contained on these website(s).

5 USE OF INFORMATION

CC conducts its business in accordance with all South African legislation applicable and relevant to its operations. This includes compliance with the National Credit Act 34 of 2005 (NCA) and Protection of Personal Information Act 4 of 2013 (POPIA) and all related regulations.

By using the website(s) whereby you are accepting these Terms and Conditions, you expressly acknowledge, agree, and consent to CC and its authorised service providers using your personal

information (as defined by POPIA) for any purpose necessary to provide services through the website(s) or as otherwise permitted by applicable law.

6 AMENDMENTS OF TERMS AND CONDITIONS

CC reserves the right, in its sole discretion, to amend these Terms and Conditions at any time. Any amendments will take effect immediately upon being posted on our website(s), along with an indication of the date of the last revision. You agree to review these Terms and Conditions periodically to ensure that you are aware of any updates. Your continued use of the website(s) will constitute your acceptance of the amended Terms and Conditions. If you do not agree to any amendments, you must immediately cease to use our website(s).

7 USER CONTENT

Some areas of the website(s) allow users to upload questions, data, and other information (“User Content”). Please note that you are solely responsible for the User Content you upload, display, or otherwise make available on the website(s). CC only acts as a conduit for the distribution of such User Content and does not assume any responsibility for monitoring or reviewing it, except as required by law or detailed in our Privacy Notice, which is accessible from the website(s).

You retain ownership of your User Content unless otherwise provided by law. By uploading any User Content, you confirm that:

- It does not violate any applicable law;
- You are authorised to upload it;
- It does not infringe any third-party rights, and;
- It is accurate and lawful.

8 COPYRIGHT AND INTELLECTUAL PROPERTY

All content on the website(s), including but not limited to, software, images, text, graphics, logos, trademarks, and branding (“CC Content”), is the property of CC or its licensors and is protected by South African and international intellectual property laws.

You agree not to:

- Modify, copy, distribute, or create derivative works based on any CC Content;
- Decompile, reverse engineer or attempt to extract source code from the website(s) or its services;
- Use CC Content for any commercial purposes without our express written permission;
- Infringe or misappropriate any intellectual property rights contained in the website(s).

The use of CC Content for any unauthorised purposes is strictly prohibited.

9 WARRANTIES AND LIABILITIES

Our website(s) and all content and services provided therein are offered on an "as is" basis without any warranties of any kind. CC therefore makes no representations or guarantees about the accuracy, reliability, or completeness of the website(s), the information provided, or the services offered.

To the fullest extent permitted by law, CC and its directors, officers, employees, affiliates, agents, and advisors ("Indemnified Parties") will not be liable for any loss or damage (whether direct, indirect, or consequential) you may suffer from:

- Using our website(s) or services;
- Relying on any information on the website(s),
- Any interruptions, errors, or downtime, or
- Any third-party content or services.

You understand that you use the website(s) entirely at your own risk.

10 INDEMNITY

You agree to indemnify and hold harmless the Indemnified Parties from and against any claims, damages, liabilities, losses, costs or expenses (including legal fees) arising from:

- Your breach of any of these Terms and Conditions;
- Your violation of any third-party rights, or;

- Any User Content you submit that causes harm to any third-party.

These indemnity obligations will survive the termination or expiration of these Terms and Conditions.

11 EXTERNAL LINKS

External links may be provided for your convenience, but CC makes no representation about their content. Access to third-party websites is at your own risk, and we encourage you to review their privacy and security policies. CC shall not be responsible or liable for any damages or loss arising from accessing or the use of such external sites.

12 AUTOMATED SEARCH

No user may use any form of automated search or download technology (such as web crawlers or spiders) to extract or collect data from our website(s) without prior written consent from CC.

13 USER CREDENTIALS

Access to password protected areas of the website(s) is restricted to authorised users only. By accessing any portal or protected area of CC's website(s) you agree that you will:

- Never share your user credentials, including your username and/or password with anyone.
- Take full responsibility for keeping your user credentials safe and that any misuse of your user credentials may result in an immediate suspension of your account.
- Be held responsible for any use of your user credentials under or activity under your account, accessed from the website(s).
- Notify CC on an immediate basis if you suspect that your user credentials may have been compromised.

14 GOVERNING LAW

These Terms and Conditions and all related matters will be governed in accordance with the laws of the Republic of South Africa. You agree to submit to the exclusive jurisdiction of South African

courts. If any part of these Terms and Conditions is found to be unenforceable by a court, the remainder will remain in full force and effect.

15 NEXT REVISION DATE

This document must be reviewed on an annual basis.

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