

TERMS OF USE & DISCLAIMER ("TERMS")

1. Definitions

1.1 "Optimal Group Services" means Optimal Group Services (Pty) Ltd, a private company, (Registration No. 2018/625202/07, registered in the Republic of South Africa and a registered credit provider with NCR Reg. No: 11775 (To be inserted) (which may also be referred to as "Us, Our, We") and which for purposes of any disclaimer and for indemnity includes its directors, shareholders, employees, subcontractors and/or agents and successors-in-title;

1.2 "ECT Act" means the Electronic Communications and Transactions Act 2002;

1.3 "Website" means www.optimalcredit.co.za

1.4 "User/s" means any person accessing any part of this Website and may also be referred to as "You, Your or Yourself".

2. Acceptance of Terms

2.1 By accessing and using the Website, You agree to be bound by these Terms. The Terms become effective when You access the Website for the first time and constitute a binding agreement between Optimal Group Services and Yourself.

2.2 Optimal Group Services may at any time withdraw, deny access to or modify any of the Terms, Website, web service, database, pricing, documentation without prior notice. Such modification will supercede and replace any previous versions. 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.

2.3 If You do not accept these Terms, please do not continue to use this Website.

2.4 Please note that the Terms stated in this document refer to the use by You of this Website and are not related to any commercial agreement concluded between You and Optimal Group Services or any other third party pursuant to the use of this Website.

3. Content of the Website

While Optimal Group Services makes every effort to update the information provided on the Website on a regular basis, Optimal Group Services makes no representations or warranties, whether

express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and/or content on the Website.

4. Use of the website and indemnification

4.1 By accessing the Website, You warrant and represent to Optimal Group Services that You are legally entitled to do so. If You subscribe for any of Our services You warrant and represent that You are legally authorised to subscribe for such services. You further warrant You will not use the Website, the services or any information made available or sent to You by Us pursuant to Your use of the Website for any purpose that is unlawful or prohibited under South African or International law or is in contravention of the Terms. You hereby indemnify Optimal Group Services against any loss, liability, damage or expense of whatever nature which Optimal Group Services or any third party may suffer which is caused by or attributable to, whether directly or indirectly, a breach by You of any of the warranties in these Terms.

4.2 You may print pages for Your personal use but no part of this Website may be reproduced or transmitted for any other purpose.

4.3 This Website is intended to provide general information regarding Optimal Group Services, Our services, and other information which may be of interest to You. It is not intended to provide exhaustive treatment of any subject. The information on this Website including all research, ideas, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action based, on or in relation to such research, ideas, opinions or other content which might affect You, You should take appropriate advice from a suitably qualified person.

5. Collection of anonymous data

5.1 In order to provide the best possible service, this Website uses standard technology to collect information about the use of this Website. This technology is not able to identify individual Users but simply allows this Website to collect statistics. This Website utilizes temporary or session cookies that collect the first level domain name of the User. This means that if the e-mail address is user@email.com, the cookie will collect the "email.com" part of the address.

5.2 Cookies are small pieces of information sent to the User's browser and stored on the User's hard drive. Temporary or session cookies expire and are deleted when the browser is closed.

5.3 Cookies by themselves cannot be used to personally identify Users. If necessary Users can alter the manner in which their browser handles cookies.

6. Third party Information Aggregators

Optimal Group Services works with reputable service providers to process and aggregate Account Information, including service providers like Limitless (see www.limitlesstech.io). Optimal Group

Services makes no effort to review your Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Limitless and some of our other authorised service providers are situated outside South Africa. You consent to your personal information (including Account Information and Security Credentials) being transferred cross-border so that we can render the Service to you. We will ensure that all such authorised service providers have security and privacy policies and procedures providing at least the same level of protection as our Privacy Policy.

7. Third party links

7.1 From time to time this Website may also include links to other websites. These links are provided in order to enhance the interest of other featured content and are not intended to signify that Optimal Group Services endorses or otherwise has any responsibility for the content of the linked website.

7.2 No endorsement or approval of any third party or their advice, opinions, information, products or services is expressed or implied by any information on this Website.

7.3 External links may be provided for Your convenience, but they are beyond the control of Optimal Group Services and no representation is made as to their content. Use or allowance on any external links provided is at Your own risk. When visiting external links You must refer to that external Terms of use. No hypertext links shall be created from any website controlled by You or otherwise to this Website without the express prior written permission of Optimal Group Services.

8. Linking this Website to other websites

No third party or unauthorized User may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages.

9. Crawlers and spiders

No person, business or website may use any technology to search and/or gain information from Optimal Group Services's Website without its prior written consent.

10. Security

10.1 While all reasonable measures are taken to ensure the security and integrity of information submitted to this Website, Optimal Group Services cannot under any circumstances be held liable for any loss or other damage sustained by a User or Users as a result of the intentional or accidental release of information by an employee of Optimal Group Services or any third party.

10.2 Optimal Group Services is under no legal duty to encrypt any content or communications from and to this Website and is also under no obligation to provide digital authentication of any page on

this Website. Users are expressly prohibited from delivering any damaging code such as computer viruses to this Website, whether negligently or otherwise.

10.3 Any User who commits an offence as outlined above and in terms of section 85 to 88 of the ECT Act will hold Optimal Group Services harmless and indemnify them against any and all liability, damages and losses that Optimal Group Services may suffer as a result thereof. Any User who commits such offence will also be criminally prosecuted.

11. Copyright and Intellectual Property and Domain Name Use

Copyright and all intellectual property rights and all materials, texts, drawings and data made available on the Website (collectively "the materials") are owned by Optimal Group Services, alternatively Optimal Group Services is the lawful User thereof, and are protected by both South African and International intellectual property laws. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will be an infringement of such copyright and other intellectual property rights; save that You may use the materials or any component thereof for Your own internal purposes and for purposes of considering and making use of the services offered by Optimal Group Services. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this Website are the registered and unregistered trademarks of Optimal Group Services. Nothing contained on this Website should be construed as granting any licence or right to use any trademark without the prior written permission of Optimal Group Services.

12. Disclosures required by Section 43 of the ECT Act

12.1 Access to the services and content available from this Website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Optimal Group Services has the duty to disclose the following information:

12.1.1 The full name and legal status of the Website owner: Optimal Group Services (Pty) Ltd;

12.1.2 Street address: 12 East Rd Morningside, Johannesburg , South Africa.

12.1.5 Main business: Credit Provider.

13. Warranties, disclaimers and limitation of liability

13.1 Save as set out in the Terms, Optimal Group Services makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website and the service/s and the Website and service/s made available via the Website are provided "as is".

13.2 Optimal Group Services does not make any warranty or representation that information and service/s advertised on the Website are appropriate for use in any jurisdiction.

13.3 To the fullest extent possible by law, Optimal Group Services expressly disclaims all (express or implied) warranties, including, without limitation, warranties and not infringement, compatibility, security and accuracy in respect of this Website. We do not warrant that the Website or any software available for download via the Website is free of viruses or destructive codes.

13.4 Optimal Group Services shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by You or any third party, as a result of or which may be attributable, directly or indirectly, to Your access and use of the Website and/or any information contained on or received via the Website, Your use of the service/s and/or Your reliance on any information offered via the Website and service/s.

13.5 Without limiting the generality of the foregoing, neither Optimal Group 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. You hereby indemnify Optimal Group Services or its directors against any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by You or any third party as a result of or which may be attributable directly or indirectly to the aforesaid.

13.6 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.

13.7 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.

13.8 This Website is made available for public viewing on the basis that Optimal Group 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.

13.9 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 these 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 Optimal Group Services for You to contract with it. Optimal Group Services reserves the right not to accept and/or comply with any application for any reason whatsoever on notice to You. Should Optimal Group Services enter into an agreement with You for

the provision of services or otherwise, that agreement will be governed by the terms and conditions thereof and not by these Terms which specifically relate to the use of the Website.

14. Interception of Communications

14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act, 70 of 2002, the User agrees that Optimal Group Services have the right to intercept, block, filter, delete, read, use and disclose all communications send or posted by the User to this Website.

14.2 Subject to the provisions of the ECT Act, the User agrees and acknowledges that the consent provided by the User above satisfies the “writing” requirement.

15. Agreement in terms of Section 21 of the ECT Act

The User and Optimal Group Services agree that:

15.1 the User shall be bound to these Terms and such agreement is concluded in Johannesburg, Gauteng, South Africa at the time the User accesses the Website for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the User to Optimal Group Services shall be deemed to have been created and send by the User from within the geographical boundaries of South Africa;

15.3 data messages addressed by the User to Optimal Group Services shall only be deemed to have been received by Optimal Group Services if Optimal Group Services responds thereto.

15.4 electronic signatures, encryption and/or authentication are not required for valid electronic communications between the User and Optimal Group Services.

15.5 the User agrees and warrants that data messages that are sent to Optimal Group Services from a computer, IP address or mobile device normally used by or owned by the User, was sent and / or authorized by the User personally.

16. Applicable and Governing Law

16.1 This Website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use this Website, its content, services and these Terms.

16.2 Your use of this Website and any dispute arising out of the Website is subject to the laws of South Africa. Any dispute arising out of the use or publication of this Website is subject to the exclusive jurisdiction of the courts of South Africa.

16.3 Optimal Group Services will institute legal action to enforce any right or address a breach of these Terms and the costs incurred to do so will be borne by the User or individual against whom a court order or relief is sought on the attorney and client scale.

16.4 A certificate signed by the administrator of this Website will serve as prima facie proof of the date and time on which any transaction was concluded on this Website.

16.5 You are prohibited from making use of the services offered on Our Website if you are not 18 years or older.

17. Alternative Dispute Resolution

All disputes that may arise through the use or accessing of this Website by any User shall be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa and the arbitration will be held in Sandton, Gauteng.

PRIVACY POLICY

THIS WEBSITE COMPLIES WITH THE VOLUNTARY PRIVACY PRINCIPLES CONTAINED IN THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002, ("ECT Act")

Optimal Group Services respects Your privacy and your personal information. Our Privacy Policy is set out as clearly as possible in the summary below.

1. Consent

By submitting your details and/or using Our Website You accept this Privacy Policy and expressly consent to the collection, use and disclosure of Your personal information in the manner described below. If You object to any of the potential uses described in this Privacy Policy please don't register on Our Website.

2. Security and Confidentiality

2.1 We understand the value of Your personal information and therefore will take all reasonable steps to protect Your personal information from loss, misuse or unauthorised alteration. Your personal information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.

2.2 Our security systems meet or exceed industry standards and We are constantly monitoring internet developments to ensure Our systems evolve as required. We also test Our systems regularly to make sure Our security mechanisms are up to date.

2.3 Finally, We are subject to South African data protection laws, which We comply with fully.

3. Personal Information

Personal information is information that identifies or relates specifically to You and includes Your name, age and identity number, Your assets and liabilities, Your income and Your payment records.

4. Use of information collected

4.1 We may process, transfer and disclose Your personal information for the purposes of:

4.1.1 providing You with products or services, and complying with the Your instructions;

4.1.2 verifying Your identity;

4.1.3 taking credit decisions;

4.1.4 compliance with laws and public duties;

4.1.5 to assist in improving Optimal Group Services's services;

4.1.6 in the interests of security and crime prevention;

4.1.7 market research; and

4.1.8 providing You with information via mail, telephone or other means about Optimal Group Services products or services from time to time.

4.2 Note that, as permitted by the ECT Act, this Website may use personal information collected compile profiles for statistical purposes and trade in these profiles. No information contained in the profiles or statistics will be able to be linked to any specific User.

4.3 You consent that Optimal Group Services may share Your personal information with third parties for purposes of management and administration of this Website.

4.4 This Website will destroy or delete any personal information which has become obsolete.

5. Data collection

5.1 In addition to the personal information You submit, We may collect information about Your computer including, where available, your IP address, operating system and browser type - for system administration.

5.2 This is statistical data about browsing actions and patterns and does not identify any individual. We may also obtain information about Your general internet usage by using a cookie file which is

stored on the hard drive of Your computer. Cookies enable Us to improve Our service to You, estimate Our audience size and usage patterns, store information about Your preferences and recognise You when you return to Our Website.

5.3 You can set Your web browser to refuse cookies, but if You do this You may not be able to enjoy full use of the Website and You may not be able to take advantage of certain promotions We may run from time to time. Please note that third parties who advertise on Our site may also use cookies, but We do not have access to, or control over them and therefore cannot take responsibility for them.

6. "PIN"

When You use the Website, You may be given an access number, User name, password and/or personal identification number (PIN). You are responsible for maintaining the secrecy and confidentiality of Your User name, access card, password and/or personal identification number ("PIN").

7. Sharing your data for service provision

We may share the personal data You submit or that We collect with third parties involved in the process of providing the products and services You may request. All service providers are bound by contract to maintain the confidentiality and security of Your personal information and are restricted in their use thereof as per this Privacy Policy.

8. Electronic Communications and Transactions Act

8.1 We subscribe to the principles, outlined in Section 51 of the Electronic Communications and Transactions Act 25 of 2002 ('ECT Act'), which govern Your right to having Your personal information kept private. We briefly outline these principles below:

8.1.1 We shall only collect, collate, process and store ('use') Your personal information with your written permission as set out in this Privacy Policy, unless legally required to do so, and will only use such information for the lawful purpose for which it is required as set out in this Privacy Policy.

8.1.2 We shall disclose in writing, the specific purpose for which We use, request and store Your personal information. We will also keep a record of that personal information and the specific purpose for which We have used it.

8.1.3 We will not use your personal information for any purpose, other than that which We disclosed to You herein, unless You give Us your express written permission to do so, or unless We are permitted/required to do so by law.

8.2 Further to the requirements of the ECT Act; We will disclose Your personal information without Your consent:

8.2.1 If We are required to do so by law or a court order;

8.2.2 If disclosure is in the public interest;

8.2.3 With Your express or implied consent.

8.3 In terms of the Consumer Protection Act and section 45 of the ECT Act, You understand that you have the option to opt out of any mailing list maintained by Optimal Group Services for commercial and marketing communications.

9. Third party links

9.1 Our Website may contain links to third party websites. If You follow a link to any of these websites, please note that these websites have their own terms and privacy policies and that We do not accept any responsibility or liability for them. By using this Website and registering with Optimal Group Services you may receive follow-up contact and offers from third party companies as you have agreed to do by accepting this Privacy Policy, We are not responsible for the services or representations of third parties.

9.2 Because We are not responsible for any representations or information or warranties or content on any website of any third party, We do not exercise control over third parties' privacy policies and You should refer to the privacy policy of any such third party to see how such party protects Your privacy.

10. Changes to this Privacy Policy

We reserve the right, in Our sole discretion to update, modify or amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time with or without notice. You therefore agree to review the Privacy Policy whenever You visit the Website for any such change. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

11. Access rights

11.1 You have the right to access personal data that is held about You. To obtain a copy of the personal information Optimal Group Services holds, You should write to the Data Officer at Our email address set out in the Website under "*contact details*". We will respond to you within forty days of receipt of the request. If there are any inaccuracies in the information We hold about you, please notify Us of this in order that We may correct the information We hold about You.

11.2 If You have any comments or questions about Optimal Group Services Privacy Policy please contact the Data Officer at Optimal Group Services's email address above.

12. Which laws apply?

This Privacy Policy will be governed by and construed and interpreted in accordance with the laws of South Africa. To the extent that a court has jurisdiction over any dispute which may arise out of or in connection with this Privacy Policy, You and Optimal Group Services submit to the jurisdiction of the South African courts.

PAIA MANUAL

AS REQUIRED IN TERMS OF SECTION 51 OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2 OF 2000.

This manual contains information required to request access to the records of: Optimal Group Services (Pty) Ltd (“Optimal Group Services”) – Reg no: 2010/020539/07

Introduction

Optimal Group Services is a private company, registered as such in terms of the company laws of the Republic of South Africa and is a registered credit provider with NCR registration number: NCRCP5361

The Promotion of Access to Information Act No. 2 of 2000 (“the Act”) came into operation on 23 November 2001. Section 51 of this Act requires that we, as a private body, compile a manual giving information to the public regarding the procedure to be followed in requesting information from us for the purpose of exercising or protecting rights. We as a private body have compiled this manual, not only to comply with the provisions of the Act, but also to foster a culture of transparency and accountability in our environment and to ensure that members of the public have effective access to information in our possession which will assist them in the exercise and protection of their rights.

You will be able to view the categories of information, which we possess. You will also be shown the correct procedure to follow should you require access to any of this information.

Categories of records and subjects in respect of which records are held:

1. Company

- Incorporation documents
- Financial statements
- Minutes of general meetings
- Employment Equity Plans and Reports
- Any other records required to be kept in terms of the Companies Act or other applicable legislation

2. Employees

- Contracts of employment
- Performance appraisals
- Disciplinary records
- Leave records
- Policy and Procedures Manual
- Safety and Security Document
- Product applications and account and transactional records

- Insurance quotes and policies

3. Applicable legislation

All records kept in terms of legislation as below:

- Companies Act, 61 of 1973
- Basic Conditions of Employment Act, 97 of 1997
- Unemployment Contributions Act, 4 of 2002
- Unemployment Insurance Act, 63 of 2001
- Skills Development Act, 97 of 1998
- Skills Development Levies Act, 9 of 1999
- Value Added Tax Act, 89 of 1991
- Financial Advisory and Intermediary Services Act, 37 of 2002
- Financial Intelligence Centre Act, 38 of 2002
- Usury Act, 73 of 1968
- National Credit Act, 34 of 2005
- Electronic Communications and Transactions Act, 25 of 2002
- Consumer Protection Act, 68 of 2008
- Long Term Insurance Act, 52 of 1998
- Short Term Insurance Act, 53 of 1998
- Compensation for Occupational Injuries and Health Diseases Act, 130 of 1993
- Employment Equity Act, 55 of 1998
- Labour Relations Act, 66 of 1995
- Occupational Health & Safety Act, 85 of 1993

NOTICE IN TERMS OF SECTION 52 (2) OF THE ACT: VOLUNTARY DISCLOSURE AND AUTOMATIC AVAILABILITY OF CERTAIN RECORDS

No Notice in terms of Section 52 (2) of the Act has been published.

1. To request records, the following procedures must be followed:

1.1 The prescribed FORM C must be used to make the request for access to a record.

1.2 The form can be downloaded from the Department of Justice website at http://www.justice.gov.za/forms/paia/J752_paia_Form%20C.pdf

1.3 A request must be made to the Information Officer:

The Information and Compliance Officer
Optimal Group Services (Pty) Ltd

Tel : (+27) 010 140 3425

Fax : (+27) 011 359 7100

E-mail info@optimalcredit.co.za

1.4 Sufficient detail of the request made must be provided on the request form to enable the Information Officer to clearly identify the record as well as the requester's specific identity, and positive proof of identification must be provided by the requester.

1.5 A requester must indicate which form of access they require.

1.6 A requester must indicate if they wish to be informed in any other manner and if so, they must state the necessary particulars required to be so informed.

1.7 A requester must identify the right that they are seeking to protect or that they wish to exercise and they must provide an explanation as to why the requested record is required for the protection or exercise of that right.

1.8 If a requester is making the request on behalf of another person, they must submit proof, to the satisfaction of the Information Officer, of their authority to make such a request, by means of a legally binding Power of Attorney in their favour. Failure to do so will result in the request being rejected.

1.9 The prescribed fee must be paid as set out below.

2. Prescribed fees

2.1 The prescribed fee of R50.00 must be paid before a request will be processed.

2.2 Payment of this fee is to be made as directed by the Information Officer.

2.3 Please note that if you earn below R14 712 a year or you and your partners combined income is less than R27 192 per year, you will not have to pay a request fee with your application.

2.4 You will also not have to pay a request fee if your request for information is a request for your personal information.

2.5 The Information Officer will then make a decision in respect of your request and will notify you of his/her decision.

2.6 Should a request be refused, the requester may lodge an application at court against the tender or payment of the requested fee as will be advised in the Notice to them.

2.7 If a request is granted then the requester will have to pay a further access fee for the search, reproduction and preparation of the record as well as for any time, which has exceeded the prescribed hours, to search and in order to +prepare the record for disclosure to them.