

DISCLAIMER

for

TrustX (Pty) Ltd

[Registration Number: 2015/412145/07]

TrustX (Pty) Ltd ("TrustX") is a registered reseller credit bureau operating in South Africa. By using our website, platforms, APIs, or related Services, you acknowledge and agree to the disclaimers and limitations below. This Disclaimer should be read together with our Terms of Use and Privacy Policy.

1. SERVICE AVAILABILITY

1.1 TrustX will use reasonable efforts to keep its Services operational and accessible. However, we do not guarantee continuous or uninterrupted access.

1.2 Service interruptions may occur as a result of, among others:

- planned or emergency maintenance, upgrades, or enhancements;
- failures or delays of telecommunications, internet service providers, hosting providers, or third-party systems;
- load-shedding, power failures, or other disruptions in essential utilities;
- denial-of-service attacks, malware, or other malicious cyber activity;
- technical issues or failures in your own systems, networks, or hardware.

1.3 TrustX shall not be responsible for any unavailability, downtime, or delays caused by such events, and your sole remedy will be to discontinue using the Services during the period of unavailability.

2. ACCURACY & USE OF INFORMATION

2.1 TrustX provides reports and related information by accessing data from primary credit bureaus and trusted third-party providers.

2.2 We do not modify or manipulate the content of these reports. Information is provided as supplied by the original source, and TrustX does not warrant its accuracy, completeness, reliability, or timeliness.

2.3 You are responsible for interpreting and using such information lawfully and appropriately, in accordance with applicable legislation (*including the NCA and POPIA*).

2.4 TrustX will not be held liable for any decision, action, or outcome that you or a third party take based on information obtained through our Services.

3. SECURITY & DATA RISKS

3.1 TrustX maintains reasonable organisational, technical, and security safeguards (*including access controls, monitoring, and protective measures*) to reduce risks of unauthorised access.

3.2 Despite these measures, TrustX cannot guarantee that Services will be entirely free from security vulnerabilities or incidents. Accordingly, TrustX accepts no responsibility for:

- breaches of security or confidentiality by unauthorised third parties;
- interception of data during transmission over unsecured networks;
- corruption, loss, or deletion of data caused by viruses, malware, or system failures outside TrustX's control.

3.3 You are responsible for implementing reasonable security measures on your own systems, including firewalls, anti-virus protection, and secure storage of credentials.

4. LIMITATION OF LIABILITY

4.1 To the maximum extent permitted by law, TrustX will not be liable for any:

- Indirect, consequential, incidental, or special damages;
- Loss of profits, revenue, data, goodwill, or business opportunities;
- Damages arising from reliance on third-party data or system outages; or
- Claims based on circumstances beyond TrustX's reasonable control.

4.2 Nothing in this Disclaimer excludes or limits liability for fraud, gross negligence, or any liability that cannot lawfully be excluded under South African law, including the Consumer Protection Act (CPA).

5. SUBSCRIBER & USER RESPONSIBILITIES

5.1 You are responsible for ensuring that your use of TrustX Services is lawful, authorised, and based on proper consent or other lawful grounds.

5.2 You agree to maintain the confidentiality of your login credentials and to notify TrustX immediately if you suspect any misuse or unauthorised access.

5.3 You must take reasonable steps to ensure the accuracy and completeness of any data you submit to TrustX. TrustX will not be liable for errors, omissions, or unlawful submissions originating from your systems.

6. WEBSITE CONTENT & THIRD-PARTY LINKS

6.1 The TrustX website may include information, articles, or guidance for general informational purposes. Such content is provided "as is" and should not be treated as professional advice.

6.2 The website may contain links to third-party websites (such as payment gateways or credit bureaus). TrustX is not responsible for the content, privacy practices, or accuracy of such third-party websites. Accessing third-party sites is at your own risk, and you must review their policies before providing personal information.

7. NETWORK & SYSTEMS INTEGRITY

- 7.1** TrustX reserves the right to take any action it deems necessary to maintain the security, stability, and integrity of its systems, products, services and solutions.
- 7.2** This may include suspending or restricting access, removing harmful content, or cooperating with regulators and law enforcement.

8. NO GUARANTEE OF RECOVERY OR CONTINUITY

- 8.1** While TrustX implements business continuity and disaster recovery measures, we do not warrant any specific recovery times or guarantee that data or services can always be restored.
- 8.2** You are encouraged to maintain your own backup and recovery processes for critical information.

9. GOVERNING LAW

This Disclaimer is governed by the laws of the Republic of South Africa. Any disputes shall be subject to the jurisdiction of South African courts, as set out in the TrustX Terms of Use.