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**ONLINE RETURNS: APPLICATION FOR SUBSCRIPTION**

**Fax completed form to: +27 11 086 521 0047 *for immediate attention***

I/we ("the Applicant") hereby apply to subscribe to the Online Returns system and if required, Internet access services provided by Internet Solutions, subject to the conditions outlined in the Terms and Conditions of Business which are outlined in the schedule attached hereto and initialled by me/us for identification purposes. I/we acknowledge that this application form, if accepted and signed to that effect by TransUnion, will become the valid subscription Agreement between me/us and TransUnion Auto Information Solutions. I/we confirm that we have read the said Terms and Conditions and accept it as binding upon me/us in respect of the subscription agreement hereby entered into. This application form, duly signed by me/us also constitutes consent for the payment by me/us of the subscription to the Online Returns service and for Internet access, if applicable, by way of a monthly subscription payable by debit order against my/our bank account and I/we hereby authorise my/our bankers to activate a debit order in the amount of R \_\_\_\_\_ per month against my/our bank account, details of which are outlined below:

**Applicant details:**

1. Name of Firm: .....
2. Legal status of firm (Sole Prop / CC / Pty / Public Limited Co.) and registration Number: .....
3. Physical address: .....
4. Postal address: .....
5. Phone Number: ..... Fax Number:.....
6. E-mail address: .....
7. V A T registration no.: .....
8. Person nominated to represent the Applicant in respect of this Agreement:
  - a. First Name & Surname: .....
  - b. ID No: .....
  - c. Position in Company: .....
9. Number of employees employed: .....
10. MIBCO registration number(s): .....
11. Number of Users required: .....
12. Assessed monthly subscription: .....

13. Bank Account details against which your monthly subscription must be deducted by way of debit order:

- a Bank:.....
- b Branch:.....
- c Branch code:.....
- d Account name:.....
- e Account number:.....
- f Account type:.....

14. Debit Order:

a Please select the appropriate frequency |  Monthly |  Annually

Signed on behalf of the Applicant at ..... on this ..... day of ..... 20.....

Applicant: ..... Witness: .....  
(who warrants that he/she is duly authorised to do so)

Signed on behalf of TransUnion Auto Information Solutions (PTY) LTD: .....  
(who warrants that he/she is duly authorised to do so)

Date: .....

**FOR OFFICE USE ONLY:**

- 1. Approved: .....
- 2. Captured: .....
- 3. If Internet required: connectivity established .....
- 4. MIBCO status verified: .....

**ONLINE RETURNS AND INTERNET ACCESS: TERMS AND CONDITIONS OF CONTRACT**

**1 DEFINITIONS**

- 1.1 "log-in ID" means a valid log-in ID and password specifically granted to a participant;
- 1.2 "password" means the word or device or sign given by TransUnion Auto Information Solutions (TUAIS) to the participant that will entitle the participant to gain access to the System;
- 1.3 "Penalty Interest" means interest at the Prime Rate plus 2% (two percent) on any overdue amount payable by the participant, calculated from the due date of payment of such amount to the date of actual payment thereof (both days inclusive), calculated on a daily basis and compounded monthly in arrears;
- 1.4 "Prime Rate" means the prime rate of interest (percent, per annum) from time to time charged by TUAIS's bankers (set out on the cover sheet) for similar amounts lent on unsecured overdraft to its prime customers in good standing in the private sector, as certified by any manager of such bank, whose appointment, designation and authority it shall not be necessary to prove, calculated daily and compounded monthly in arrears;
- 1.5 "System" means the computer and peripheral devices, hardware, firmware, operating system software and equipment to be utilised by TUAIS in providing a messaging hub for the transfer of information from the participant to the Motor Industry Bargaining Council ("MIBCO").

**2 PARTICIPATION AGREEMENT**

- 2.1 TUAIS, with effect from the date when the participant receives his log-in ID ("the effective date"), hereby grants to the participant access to its System, subject to this agreement. The participant hereby acknowledges receipt of such access and agrees:-
  - 2.1.1 that the log-in ID will be used only for its business purposes;
  - 2.1.2 not to give or make available in any way his/her personal log-in ID to any other person for such person's use ("unauthorised use") and undertakes to maintain the confidentiality of such log-in ID;
  - 2.1.3 not attempt to circumvent TUAIS's user authentication processes or engage in attempts to access TUAIS's computer network where not expressly authorised to do so;
  - 2.1.4 that in the event that the participants password is compromised, the participant shall immediately notify TUAIS and change his password; and
  - 2.1.5 that in the event that any unauthorised use takes place, to pay immediately, on demand made by TUAIS, all costs, loss and/or damage incurred or suffered by TUAIS arising out of the use of the system.

### 3 SYSTEM AVAILABILITY

TU AIS shall use reasonable endeavours to keep its network available at all times, however, the participant agrees that TU AIS shall not be liable to the participant or any other person or entity whatsoever in respect of (and the participant or any such person or entity shall have no claim against TU AIS and the participant hereby indemnifies and holds TU AIS free from liability in respect of) any loss or damage resulting from the System not being available.

### 4 SECURITY

In order to ensure the security and reliable operation of TU AIS's network to all participants, TU AIS hereby reserves the right to take whatever action TU AIS finds necessary to preserve the security and reliability of its network. The participant acknowledges that he/she is prohibited from utilising TU AIS services to compromise the security or tamper with system resources or account(s) on computer(s) at TU AIS, or at any other site.

### 5 FEES AND PAYMENT

- 5.1 **Fees.** The participant will pay TU AIS the fees set out in the cover sheet, subject to any increases or decreases as may be effected from time to time. Time for payment shall be of the essence. Penalty Interest shall be charged on any outstanding amounts due under this agreement.
- 5.2 **Debit order.** Unless otherwise stipulated in the Service Orders, all payments under this agreement shall be made via debit order into TU AIS's account, as stipulated in the cover sheet, free of deduction or set-off.
- 5.3 **Taxes.** All amounts payable by the participant to TU AIS in terms of this Agreement are stipulated exclusive of any and all taxes (including value added tax), duties, tariffs and/or levies.
- 5.4 **Invoicing.** Unless otherwise specifically stated in the cover sheet, the fees will be invoiced to participant monthly in advance on the first day of each month.
- 5.5 **Escalation of fees.** TU AIS shall give the participant 30 (thirty) days written notice of any increase or decrease in the rates set out in its standard price list should TU AIS in its sole discretion elect to increase or decrease such rates, and the participant shall be bound to such adjustments. The adjustments in such amended standard price list shall take effect on the date of expiry of the written notice.

### 5.6 BREACH

Should the participant be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then TU AIS shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:

- 5.7 claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
- 5.8 immediately suspend access to the System until such time that all such outstanding amounts have been paid; and/or
- 5.9 immediately terminate this agreement, retain all monies already paid by the participant and to recover all legal costs, including costs on the attorney and own client scale.

### 6 CERTIFICATE OF INDEBTEDNESS

The amount of the participant's indebtedness to TU AIS and the fact that such indebtedness is due and payable shall be determined and proved by a certificate signed by TU AIS (or by one of TU AIS's directors, whose appointment, qualification and authority need not be proved). The certificate shall be binding on the participant, be prima facie of the amount due, owing and payable by the participant to TU AIS and shall be deemed to be a liquid document for the purpose of obtaining provisional sentence and/or any other judgement against the participant.

### 7 INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

- 7.1 **Ownership.** The participant agrees to waive and acknowledges that it obtains no ownership rights or claims to any intellectual property rights whatsoever, including without limitation any rights to the System, by virtue of the Agreement.
- 7.2 **Indemnity.** The participant agrees to indemnify TU AIS against all damages, liabilities, costs and expenses which TU AIS may incur or sustain including the costs of defending any suit arising from the use of any material or data provided by or on behalf of the participant on the attorney and own client scale.
- 7.3 **Licence.** The participant hereby grants a licence to TU AIS without charge to use its intellectual property rights to the extent necessary for the purpose of the Agreement.

### 8 LIMITATION OF LIABILITY

- 8.1 **Aggregate Liability.** Irrespective of the number of claims and the basis of such claims, TU AIS's maximum aggregate liability to the participant in connection with this agreement for any direct damages or losses, whether such claim arises in contract, delict or otherwise, shall not exceed a sum equal to the amount actually paid in fees by participant to TU AIS for the relevant Services provided by TU AIS during the immediately preceding calendar month (prior to the cause of action arising).
- 8.2 **Consequential damages.** TU AIS shall not be liable for any indirect or consequential loss or damages, including without limitation, loss of business, data, profits, revenue or anticipated savings howsoever arising, suffered by the participant and arising in any way in connection with this agreement or the termination of this agreement or for any liability of the participant to any third party.

### 9 TERMINATION

This agreement will commence on the effective date and will continue for a period of 12 (twelve) months, whereafter it shall automatically renew for further periods of 12 (twelve) months, unless participant or TU AIS advises the other in writing no less than 60 (sixty) days prior to the expiration of the relevant 12 (twelve) month period that same is not to renew. The agreement can be terminated upon prior written notice of 1 (one) calendar month by TU AIS. Termination will not result in any refund by TU AIS of pre-payments made to TU AIS. On account of termination, no refund will be made and outstanding balances remain valid and have to be settled within 30 (thirty) days of termination.

### 10 GENERAL CLAUSES

- 10.1 **Notices And Domicilium.** The parties choose as their domicilia citandi et executandi their respective addresses set out on the cover sheet of this agreement for the purposes of giving any notice, the serving of any process and all other purposes arising from this agreement.
- 10.2 **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa. The participant hereby irrevocably consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by TU AIS arising out of this agreement, provided that TU AIS shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, the participant consents to the jurisdiction of the said court.
- 10.3 **Whole Agreement.** This agreement constitutes the whole Agreement between the parties as to the subject matter hereof.

- 10.4 **No indulgence.** No indulgence, leniency or extension of time which TUAIS may grant or show to the participant, shall in any way prejudice TUAIS or preclude TUAIS from exercising any of its rights in the future.
- 10.5 **Assignment.** The participant shall not cede any of his/her rights nor delegate any of his/her obligations hereunder. TUAIS shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.
- 10.6 **Confidentiality.** TUAIS shall not divulge to any third party information that is contained within the data submitted to it for transmission without the prior written consent of the participant.
- 10.7 **Variation.** No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.