

Merchant Number: \_\_\_\_\_  
(Office use only)

# RISK ASSESSMENT SERVICES

2002/026559/23

## Merchant Application Form

Merchant Registered Name \_\_\_\_\_

Trading Name \_\_\_\_\_

Business Registration Number \_\_\_\_\_

VAT Registration Number \_\_\_\_\_

ID Number \_\_\_\_\_

Physical Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Code is compulsory)

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Code is compulsory)

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email (Ensure correctness and validity) \_\_\_\_\_

Cell number \_\_\_\_\_

Nature of Business \_\_\_\_\_

### Banking Details:

(Only if NO blank cheque attached) Bank and Branch Name \_\_\_\_\_ (E.g.: FNB Maitland St.)

Account Name \_\_\_\_\_

Type \_\_\_\_\_ (Current, Savings, etc.)

Account Number \_\_\_\_\_

Branch Code \_\_\_\_\_

I/We hereby authorise Risk Assessment Services to do a credit check on behalf of my/our customer/s and to debit my/our account with the amount as stipulated in the terms and conditions with the 'Pay As You Use' Billing option. I also understand that my customer has to complete and sign the "Consent Form " as prescribed by legislation and that is to be filed for future reference and auditing purposes.

**PAYU Method of Payment:** Debit order \_\_\_\_ Electronic Funds Transfer \_\_\_\_ Direct Bank Deposit \_\_\_\_ (Mark only 1 option with 'X')

**A Once Off Subscription Fee of R800 (excl. VAT) must accompany this application. Attach proof of payment when forwarding fully completed application form.**

I/we have read and fully understand and accept the terms and conditions as set out in attached document.

Authorised Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Date : \_\_\_\_\_

## R.A.S. TERMS AND CONDITIONS

### 1. Definitions

- 1.1 In this agreement, the following words and phrases: " RAS " , shall mean Risk Assessment Services – Registration number 2002/026559/23.
- 1.2 "Merchant" shall mean "the natural or legal person which has entered into this agreement with RAS.
- 1.3 "Instructions" shall refer to communications initiated by the merchant to RAS by means of a telephone, e-mail, fax or internet.

### 2. Preamble

- 2.1 Merchant wishes to become a supplier of the services and products procured from RAS and as such, the parties accordingly wish to record the basis of their agreement and their respective rights and obligations.
- 2.2 Merchant understands that, under no circumstances, can RAS be held liable for slow or non communication due to outdated computer soft-and hardware as well as internet connectivity failure. It is the Merchant's responsibility to ensure that the aforementioned required infrastructure is implemented and maintained at his/her own expense.

### 3. No partnership

- 3.1 RAS and the merchant are independent business entities and nothing contained herein shall be interpreted in such a way that RAS and the merchant are partners, joint undertakers or shareholders.

### 4. Pricing, invoices and payments

- 4.1 The merchant agrees to pay a compulsory once-off activation fee of R800, excluding VAT, before any access to RAS' services are supplied. Further to this, the merchant agrees to pay for all enquiries at prices published on the RAS website, or as may be amended from time to time without prior notice. Debtor's accounts handed over to RAS for the collection facilitation as instructed by the merchant or his/her agents, is charged at 15% (excl. VAT) of any monies recovered or as may be negotiated in advance plus facilitation and administrative fees.
- 4.2 Merchants are to ensure that all payments due to RAS as set out in this agreement are to be settled by the merchant monthly upon invoicing by RAS.
- 4.3 The merchant shall remain obligated to fulfill all the conditions herein, irrespective of whether an invoice has been supplied by RAS or not, for whatever reason.
- 4.4 Payment shall be made by means of a debit order, internet transfer (EFT) or direct cash or cheque deposit upon RAS invoicing.
- 4.5 Should the merchant's account fall in arrears for whatever reason, RAS shall be entitled, without notice, to suspend all its services to the merchant and retain all other credits due to the merchant as well as report such merchant to credit bureaus. Should the merchant wish to have the said service reinstated once all arrears, administrative costs and arrears interest is settled, a 're-activation fee' of R800(excluding VAT) shall be paid prior to 're-activation' of said services.
- 4.6 The merchant shall not withhold any payment due to RAS for any reason whatsoever.
- 4.7 All payments by the merchant shall include V.A.T.
- 4.8 RAS shall be entitled to charge the merchant any cash handling, banking or administration fees that are incurred by RAS.

### 5. Transmission and information indemnity

- 5.1 The merchant acknowledges that submitted instructions are subject to delays or discrepancies. The merchant thus indemnifies and holds RAS harmless against any claim arising from unattended instructions due to transmission failure for whatever reason.
- 5.2 The merchant understands that the consumer information provided by RAS, which only offers an access platform to consumer information, is supplied by National Credit Bureaus and RAS can therefore not be held liable for inaccurate, outdated or incomplete data for whatever reason. The merchant also understands that the consumer information supplied by RAS has limitations as agreed with its supplier and the information format, together with its contents, as provided by RAS, is solely to be utilized as an additional risk assessment mechanism by the merchant. Furthermore, the merchant understands that RAS can not be held liable for whatever reason where he/she may suffer financial loss due to customers defaulting and where RAS' services were utilized to initially assess any potential risk.

### 6. Undertaking by the Merchant

- 6.1 The merchant undertakes: not to do anything that damages the good name and reputation of RAS and to protect and enhance the good name and reputation of RAS.
- 6.2 The merchant shall bear the onus of proof regarding the correctness of details or information pertaining to any transaction concluded with RAS.
- 6.3 The provision of this agreement shall be binding upon the parties, executors, trustees, curators, heirs and other successors in title.
- 6.4 The merchant agrees that any customer information that is supplied by RAS shall be the sole and exclusive property of RAS and may not be disclosed or sold to customers of the merchant or any other third party.
- 6.5 The merchant confirms, having agreed on behalf of itself and its directors, shareholders, members, and associates that RAS is entitled, at any time, to communicate with any credit bureau regarding information relating to their own payment behavior, credit worthiness, or defaults and that such information may be disclosed to RAS.
- 6.6 The merchant undertakes to comply with all regulations as stipulated in the National Credit Act No 34 of 2005 and/or any other applicable South African legislation.
- 6.7 The merchant may cancel this agreement by giving RAS 30 (thirty) day's written notice.

### **Risk Assessment Services Banking Details:**

**Account Name: Risk Assessment Services**  
**Bank: Nedbank Mimosa,Bloemfontein**  
**Cheque Account No.: 1171110987**  
**Branch Code: 11 71 34**

I/we fully understand and accept the terms and conditions as set out above.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

## Online Login Detail Requirement:

All staff authorized by the Merchant, including the Merchant, for 'RAS Online Access', are required to supply their details below.

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Name \_\_\_\_\_ ID \_\_\_\_\_

Please delete unused lines above.

Authorizing Merchant Signature: \_\_\_\_\_ Date: \_\_\_\_\_