

# TERMS OF USE

### 1. Introduction

Welcome to the official website of the African Credit Rating Association (ACRA). By accessing or using this website, you agree to be bound by these Terms of Use. If you do not agree with any part of these terms, please do not use the website.

These Terms govern all use of the ACRA website and its associated services, publications, and communications. They may be updated from time to time, and continued use of the website constitutes acceptance of any amendments.

### 2. Definitions

"ACRA" refers to the African Credit Rating Association, a continental body of African-owned and - operated credit rating agencies.

"User" or "You" refers to any person who accesses or uses the ACRA website.

"Website" means the website accessible at www.acracra.co.za, including all subdomains and content.

### 3. Website Purpose

The ACRA website serves as:

- a) A platform for disseminating information about ACRA's objectives, membership, events, and activities.
- b) A resource for documents including the Constitution, PAIA Manual, and Code of Ethics.
- c) A portal for contact, applications, and regulatory compliance (PAIA/POPIA).

### 4. Acceptable Use

By using the ACRA website, you agree to:

a) Use the website only for lawful purposes in line with ACRA's mission and professional standards.

- b) Refrain from uploading, transmitting, or posting any content that is defamatory, fraudulent, offensive, or harmful.
- c) Not disrupt, damage, or impair the website or interfere with other users' access.
- d) Not harvest, collect, or misuse any personal information available on the website.

ACRA reserves the right to restrict access to any user who breaches these terms.

### 5. Intellectual Property

All content on this website—including text, documents, logos, graphics, and media—is the intellectual property of ACRA unless otherwise stated and is protected by applicable intellectual property laws.

No content may be copied, reproduced, distributed, or used for commercial purposes without prior written consent from ACRA.

You may:

- a) View and download publicly available documents for personal, non-commercial use.
- b) Reference ACRA materials with appropriate credit and context.

## 6. Disclaimer and Limitation of Liability

- a) The information on this website is provided in good faith and for general informational purposes. ACRA does not guarantee its accuracy or completeness and shall not be held liable for any loss or damage arising from reliance on the content.
- ACRA disclaims all warranties, express or implied, including but not limited to fitness for a particular purpose or non-infringement.
- c) While we strive to ensure availability and security, ACRA cannot guarantee uninterrupted, error-free, or virus-free access to the website.

### 7. Links to Third-Party Websites

This website may contain links to third-party websites. These are provided for convenience only and do not imply endorsement. ACRA is not responsible for the content, security, or privacy practices of external sites.

### 8. Privacy and POPIA Compliance

Use of this website is subject to ACRA's Privacy Policy, developed in compliance with the Protection of Personal Information Act (POPIA).

By using the site, you consent to the collection and processing of personal information for lawful and stated purposes. Users may request access to, or deletion of their data as provided under POPIA and ACRA's PAIA Manual.

#### 9. Requests for Access to Information (PAIA)

Requests for access to records must be made on the prescribed Form C, available from the Department of Justice website:

https://inforegulator.org.za/wp-content/uploads/2020/07/InfoRegSA-PAIA-Form02-Reg7.pdf

Further details are available in ACRA's PAIA Manual.

# 10. Jurisdiction and Governing Law

These Terms of Use are governed by the laws of the Republic of South Africa. Any dispute arising from the use of the ACRA website shall be subject to the jurisdiction of South African courts.