

Terms and Conditions
Previous Accident Claims History

The user agrees to abide by the entirety of this agreement.

DEFINITIONS:

"Technical Database" – the database in the structure and with the data points as set out in Exhibit I.

"Single Event" means the available information related to a specific vehicle (associated with a valid VIN, first registration date and CCM) and related to a specific damage event. For example, several damage evaluation items for the same damage event for a given VIN, occurring during different days/times and taking place at different reporting entities (i.e. body shops, insurance entities, etc.) would constitute a single event. Return of no result will also constitute a "Single Event" and "Usable Record"

"Usable Record": Any Single Event as defined above, with a given damage event evaluation on a vehicle (identifiable by a valid VIN) provided to USER in accordance with this agreement. Each Usable Record will always correspond to only one Single Event.

"Unusable Record": Any Single Event not defined above. Each Unusable Record will always correspond to only one Single Event.

1. SCOPE OF LICENSE

1.1. K R C grants t h e USER, for the term of this Agreement, a non-exclusive, personal, non-transferable, revocable, and limited territorially to South Africa (the "Territory"), right of access to the Technical Database and use of Usable Records solely for the purposes as explicitly stated herein, subject to the full and timely payment of all fees. For the avoidance of doubt, End User located in the TERRITORY shall solely receive Usable Records exclusively from the USER or USER's partners, and K R C will deploy suitable measures to ensure this exclusivity right as it sees fit. All rights not explicitly granted by KRC in this agreement are reserved.

1.2. The access to the Technical Database is limited to the use case as described in the preamble in which individual calls based on a valid VIN number, of the respective car entered on the Platform by an End User and for use for an individual case only. Any usage of the Technical Database by USER for other purposes, and/or storage beyond the duration required to provide the data to an End User, or a bulk request of data from KRC is strictly prohibited. USER may not collect KRC data or share KRC data in the form of a database.

- 1.3. USER acknowledges and agrees that it is only being licensed the rights explicitly agreed to according to this agreement and that all other intellectual property rights in the Technical Database or any other KRC data or materials are and shall remain the sole property of KRC.
- 1.4. K R C is recognised as an access conduit to the data, Usable Record, and/or Technical Database but not the source. USER agrees to keep confidential and not divulge to any of its clients, customers, End Users, or third parties as to the source of the data, Usable Record, or Technical Database provided. Should USER divulge or disclose such information it will be considered a material breach of this Agreement incapable of remedy and KRC shall have the right to terminate this Agreement with immediate notice and effect and all losses or damages suffered or incurred by KRC due to this breach by USER shall be immediately indemnified by USER.
- 1.5. USER only supplies the information on consent from the vehicle's owner via a recordable approval process.

2. USE OF INFORMATION

- 2.1. During the term of this agreement, USER is authorized to use the data provided in Usable Records in its vehicle history report made available on the Platform to End Users in the Territory. USER shall provide access to Usable Records to End Users solely on a single vehicle at a time and solely for purposes of accident detection, legislative requirements in terms of microdot compliance, law enforcement and for no other purpose.
- 2.2. USER shall keep the source of Usable Records, and its use of the Technical Database of K R C strictly confidential and, except with express written consent, not refer to KRC as the source of any Usable Record to any third party.
- 2.3. USER is obliged to delete any Usable Records upon request of KRC. USER shall use commercially reasonable efforts to request deletion by an End User of the data in question if provided to an End User already, and in no case provide any such data to an End User after such request.
- 2.4. USER acknowledges and agrees that the Technical Database only contains data collected from multiple sources and to the extent such customer has contractually agreed to such usage. KRC may add or remove data from the Technical Database from time to time in its sole and reasonable discretion without notice. Also, K R C may at any time without notice exclude from Usable Records any data originally generated from the use of K R C systems by a customer that objects to use of the data as described under this Agreement.

2.5.

3. DURATION AND TERMINATION OF SERVICES

- 3.1. This agreement shall be effective as of the LIVE DATE and remain until termination or a minimum of 12 months.
- 3.2. Upon expiration of the Initial Term, the agreement will continue to renew automatically for consecutive 12-month periods (the "Renewal Term(s)") until terminated by either Party with 30 days' written notice not to expire until the end of the Initial Term or Renewal Term(s).
- 3.3. Notwithstanding anything to the contrary in this agreement, K R C may immediately and without notice terminate the agreement and access to the Technical Database at any time.
- 3.4. The USER may terminate this agreement upon not less than 60 days written notice in case of:
 - 3.4.1. Due to a material violation of obligations under this Agreement by KRC that has not been cured within 15 days of notice by the other Party.
 - 3.4.2. By mutual agreement of the parties.
 - 3.4.3. Declaration of insolvency of one of the parties that prevents compliance with obligations under this Agreement.
- 3.5. USER acknowledges and agrees that the access to the Technical Database by USER or End Users for the purposes set out in this agreement have not been approved or licensed by any authority. While in K R C reasonable assessment, such access is in line with current applicable laws, K R C may terminate this agreement at any time with immediate effect and without notice if, in the reasonable discretion of KRC, there are any changes in the applicable law or indications of that leading to a different interpretation of current applicable law that would change such assessment.
- 3.6. Upon termination or expiration of this agreement, USER is obliged to delete all KRC data , Technical Database, and Usable Records and derivatives created from Audatex data , Technical Database, or Usable Records from its systems and storages no later than 30 days after such expiration or termination.

4. REQUIREMENTS FOR THE OPERATION OF THE TECHNICAL DATABASE

KRC shall provide access to the Technical Database to USER on an individual request basis via API services.

A 'call' is any request of data into the Technical Database that returns a Usable Record.

5.3. ADDITIONAL OBLIGATIONS, SERVICES AND BENEFITS

Whenever it is necessary for KRC to perform additional obligations, services and benefits to USER, the Parties shall agree on separate prices, fees, terms and conditions for the performance of these additional obligations, services and benefits. In particular, this provision concerns the determination and terms of remuneration of KRC for the performance of additional obligations, services and benefits.

6. INTELLECTUAL PROPERTY

This Agreement does not grant any intellectual property rights or rights to use from one Party to the other Party, except as explicitly set out herein.

All right, title, and interest to the Technical Database, Single Events and Usable Records as well as any other data provided or made available by KRC in the course of this Agreement shall vest exclusively in KRC and are properties of KRC.

7. LIMITATIONS OF LIABILITY:

7.1. Any data provided by and KRC is provided as is and as available. The USER & KRC acknowledge that neither party is expert to applicable laws. T h e USER acknowledges that the data is based on input by third parties that KRC or the USER cannot control or verify in any way. KRC shall not be liable in any way whatsoever for damages and losses caused by errors and/or inaccuracies in the information provided to USER. If the USER gains knowledge as to changes in applicable law then it is USER's responsibility to determine whether or not the provision of Usable Records to the End

Users through the Platform is in compliance with all applicable laws and KRC does not warrant or guarantee such compliance and will under no circumstances be liable to or indemnify USER in case of non-compliance. Should KRC or sources become aware of applicable law that shall cause damages to the USER and not act by performing rights within clause 3.3 then the USER shall pass on liability to KRC. For the avoidance of doubt, all warranties, express or implied or otherwise, are hereby excluded to the fullest extent permitted by law by KRC, and in particular, but without limitation of the foregoing, all KRC data, Technical Database, or Usable Records are provided on an as-is basis without any warranty as to accuracy, suitability, fitness for a particular purpose or otherwise.

7.2. KRC liability in respect of damages caused by negligence are limited to the foreseeable damage at the moment of signature of this agreement and that are caused by the breach of a material obligation. USER will have a maximum period of 12 months from when the USER became aware of the damage that has occurred to claim such damage from KRC.

- 7.3. Excluding infringement of intellectual property rights or confidentiality, neither party shall be liable for lost profits, lost data, or other consequential, special, incidental, punitive, or other damages arising out of any breach of this Agreement, to the extent not caused by the willful misconduct or gross negligence of the breaching party.
- 7.4. If notwithstanding the provision of this clause 7, KRC is held to be liable to USER for any reason, KRC's entire liability in respect of any cause of action arising out of or in connection with the agreement or its subject matter (whether in contract, tort (including negligence) or for breach of statutory duty or in any other way) shall be limited to R100,000 (one hundred thousand South African Rand).

8. PROCESSING AND PROTECTION OF PERSONAL DATA

- 8.1. With reference to and in compliance with the current applicable legislation on the protection of personal data, and subsequent amendments and additions (the "Data Protection Laws"), the Parties mutually recognize each other as independent data controllers for the services under their competence as described and regulated in this agreement, assuming their respective responsibilities according to the provisions of clause 8.2.
- 8.2. In particular, the services for which the KRC is responsible, include all data processing activities that precede the communication of the same to USER (by way of example, but not limited to: collection, enrichment, storage, communication, etc.) and for which KRC is the data controller, who shall be liable on its own behalf and exclusively for any failure or erroneous application, default and, in general, for any violation of the Data Protection Laws.
- 8.3. USER's services include all processing activities that follow the communication of personal data by K R C to USER (for example, but not limited to: use, management, processing, report creation, etc.) and for which USER is the data controller.
- 8.4. USER undertakes to indemnify and hold KRC harmless for any damages, charges, costs or expenses (including legal fees), direct or indirect loss, penalties or any other costs resulting from claims or legal, arbitration or administrative actions by third parties, including interested parties and national or international public entities, that KRC may incur or may incur in connection with a possible violation of the Data Protection Laws attributable to USER's actions, omissions or conduct, or in connection with any violation of the USER's commitments under this agreement.

- 8.5. This liability regime is also intended to be extended to cases in which the Parties, for the performance of the services covered by the agreement, make use of one or more data processors in accordance with the Data Protection Laws.
- 8.6. Each Party undertakes to respect - and to enforce its staff, who have received appropriate training in relation to the processing of personal data - the obligations arising from the agreement in relation to the processing of personal data as described in this section and to comply with the Data Protection Laws.
- 8.7. Each Party also undertakes to ensure the application of appropriate technical and organisational measures to guarantee adequate security in relation to the processing for which it is responsible.

9. CONFIDENTIALITY

- 9.1. Each Party agrees not to disclose confidential information obtained from the other Party, or arising from the obligations settled in the Agreement, to any third party without the prior written consent of the other Party or as explicitly permitted under this Agreement.
- 9.2. It is understood that the above obligation of confidentiality will not apply to the information:
 - 9.2.1. Received from a third party that was not itself bound by confidentiality obligations;
 - 9.2.2. already in the public domain without being the result of a breach of confidentiality obligation by a Party;
 - 9.2.3. communicated in strict compliance with the provisions contained in any rule of law or regulation or promulgated by the competent control authorities or requested by the judicial authority in relation to the execution of the Agreement and the operations provided for therein. In this regard, each Party undertakes to consult the other Party in advance and agree on the terms of said communication and/or disclosure of information, to the extent permitted by applicable law.

This confidentiality obligation will survive the end of the Agreement, however arising.

10. APPLICABLE LAW AND JURISDICTION

- 10.1. This Agreement is governed by substantive South African Law.

10. 2.All disputes arising from and/or related to this Agreement, including disputes relating to their validity, interpretation, execution, and termination shall be submitted to the exclusive jurisdiction of the court at the seat of KRC.

11. OTHER LEGAL PROVISIONS

11.1.If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Agreement shall remain in effect unless such invalidity or unenforceability materially changes the rights and obligations of either Party.

11.2.No amendment to the Agreement shall be deemed valid unless made in writing and signed by both Parties.

11.3.USER may not assign or otherwise transfer any of its rights or obligations under this Agreement without the consent of KRC.

11.4.Should changes in the details of contact persons occur, the parties shall promptly inform the other party about the fact in electronic form or by mail to ensure efficient communication between the parties.

11.5.Force Majeure means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under the agreement and includes war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, failures of supply of services, software or hardware systems or networks, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

A Party will not be liable if delayed in or prevented from performing its obligations under the agreement due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for more than 30 days, either Party may terminate the Agreement on notice. The provisions of this clause 11.5 shall not be relied upon in relation to the inability to pay.

11.6.The User acknowledges that they have read and fully understood the terms and conditions of which are expressly incorporated and acknowledged in this Agreement. The parties further agree that this Agreement shall be extended and signed in duplicate by their respective authorized representatives.

List of data elements which constitutes a Usable Record, as defined in the agreement, required by USER from the Accident Quote Database:

1. Damage estimation data originated in [South Africa or any other country from which data is loaded into the Accident Quote Database]
 - VIN Number
 - Vehicle been involved in an Accident • Damage
 - Vehicle Zone
 - Damage Value
2. No information means Accident Quote Database has no record of the vehicle being involved in an accident, this does constitute a “Single Event” and “Unusable Record”

Credit Score , Report and Pre Qualification decision

1. PROVISIO

This agreement is dependent on the terms and conditions of the contracts held between Kredo Mobility and the Credit Bureaus as it affects the access and cost to credit report data and associated relations in dealing with credit-active Consumers/Profiled Customers. Kredo Mobility may from time to time have to change the terms of this agreement to meet the changes in these agreements with the Bureaus.

Kredo Mobility shall be entitled to terminate this Agreement with immediate effect by notice, in the event that KREDO MOBILITY is prevented by any law or Credit Bureau contract from continuing to carry out its obligations under this Agreement.

3. UNDERTAKINGS KREDO MOBILITY

3.1 KREDO MOBILITY agrees to use all of the approval and/or declined data transmitted by the Channel Partner to KREDO MOBILITY for the sole purpose of supplementing data to KREDO MOBILITY’s CreditCheck (pre-qualification tool) and to the Bureau’s and/or as may be required for compliance purposes.

3.2 Kredo Mobility specializes in undertakes to: -

3.2.1 Actively market the sale of Credit-Legal Services contained in Annexure A, for the purpose of increasing the number of subject to the terms and conditions contained in this agreement.

3.2.2 Facilitate access to the KREDO MOBILITY to Free CreditChecks to prospective Clients, on their own web-plat forms as well as all websites of all Users of the Kredo Mobility Services.

3.3 KREDO MOBILITY undertakes to make its KREDO MOBILITY Credit-check Application available to the Channel Partner via the Kredo Mobility CreditCheck App. The Service levels that KREDO MOBILITY undertakes for the KREDO MOBILITY App are as follows:

3.3.1 KREDO MOBILITY will assist with the set-up User names and Passwords to access the App following the receipt of an electronically accepted terms and conditions on the App;

3.3.2 KREDO MOBILITY will have the right to provide a free consultation to every unique Customer for whom a credit report is requested and offer any of its legal/credit rehabilitation subscription or standalone services to these Clients

3.3.3 KREDO MOBILITY undertakes to process all CreditChecks within no more than 15 (fifteen) minutes, unless there is a technical fault &/or bureau system failures &/or internet failure or any other reasonable cause for prohibiting the delivery of this within the timeframe that is beyond the control of the Company;

3.3.4 KREDO MOBILITY will make the App available for use and timeframes for service delivery that is subject to the Channel Partner having Internet connectivity, Security processes, settings and systems being made available, 3rd Party Users complying with their service level undertakings, the Internet, Phone Lines being up and operating and the Bureau Information Systems from which credit data is drawn being up and operating.

3.4 KREDO MOBILITY will offer all Credit-Fix Services for the purpose of credit-rehabilitation to all who are eligible for their Services, who have been declined and who are referred by the Channel Partner.

3.5 KREDO MOBILITY shall profile all Customers (for whom a Free Credit Report was selected) for eligibility in respect of its Services and contact such Customer in accordance with its profiling criteria and subject to the Service category contained in Annexure A. Further contact shall include that:-

3.5.5.1 KREDO MOBILITY shall contact all Clients as a priority when they are expressly referred to the designated address by a User/Member within 24 (twenty-four) hours provided there is no unexpected spike in volumes that will result in contact delays; and

3.5.5.2 KREDO MOBILITY will manage all informal queries and complaints according to its Complaints Policy; and 3.5.5.3 Render all Services with reasonable care, diligence and skill.

3.5.5.4 Upon successful credit rehabilitation, KREDO MOBILITY shall send/refer client back to Channel Partner

3.6 Kredo Mobility will make available an Account Manager to liaise with designated personnel within the Channel Partner business and/ or Users as may be required to communicate the Services and ensure compliance with this agreement. The Account Manager will also address all queries, complaints, reports and feedback required to the Channel Partner from time to time. The Account Manager will also promote the marketing too the Services with training and communication to the Users as may be required.

3.7 Kredo Mobility will facilitate an SMS facility to Customers of the Channel Partner (asp per Fee in Fee Structure) for the purpose of transmitting SMS's together with/ or as an alternative to email and marketing KREDO MOBILITY Services when credit check sends out notification of the User who has pulled a report.

4. OBLIGATIONS of the Channel Partner

4.4 The Channel Partner undertakes to comply with all terms and conditions for the use of the CreditCheck App contained in the electronic terms and conditions.

4.4.4 Provide resources and management support to give full effect to this Agreement and to appoint a person in management to be the person dedicated to communicate with Users and KREDO MOBILITY and to liaise with KREDO MOBILITY for purposes of this Agreement. 4.5 The Channel Partner further undertakes to comply with the all compliance requirements upon KREDO MOBILITY's instruction, including but not limited to the following, the Channel Partner:-

4.5.1 May only use the App for the purpose of processing finance Apps for its own business purpose, alternatively receive written consent from KREDO MOBILITY if CreditChecks are used for any alternative purpose;

- 4.5.2 Will ensure that they validate Users for security and compliance with the terms of this contract and that all unauthorised Users access to the App is revoked immediately.
- 4.5.3 Will not store any information provided on the App and will not pass the KREDO MOBILITY Creditcheck App off as its own, the Channel Partner will not receive any data produced by the KREDO MOBILITY Credit App in a raw format, unless it is aggregated de-identified data, which KREDO MOBILITY has authorized and which KREDO MOBILITY may in its sole discretion transfer to the Channel Partner.
- 4.5.4 All data transmitted from KREDO MOBILITY to the Channel Partner will be in PDF or image format, other than the aggregated data
- 4.5.5 Shall ensure that no User populates any wrong information and/or its own information in the fields for requesting a CreditCheck as this will constitute a fraudulent CreditCheck.
- 4.5.6 Will ensure that the User manages the confidentiality of Personal Information of the Consumer. 4.5.7 Will ensure that the consent boxes are ticked honestly by Customer &/or User upon their request OR in 6.12 terms of a KREDO MOBILITY's Consent Form signed/electronic Signature/s ticked, and that User request the Customers ID/ Passport/Drivers License to prove that they are who they purport to be, for the purpose of doing a CreditCheck.
- 4.5.9 Will comply with the complaints policy of the Company and refer all Customers to KREDO MOBILITY where there is an alleged complaint.
- 4.5.10 Will not entertain nor represent any Client who has raised and alleged complaint or query about KREDO MOBILITY Services or being prospected properly for a Service and will they will comply with KREDO MOBILITY's Complaints Protocol, and will ensure that these are referred to KREDO MOBILITY for resolution.

5. BREACH

- 5.1 KREDO MOBILITY will be entitled to suspend the Services for any of the following incidences of breach until such breach is remedied:
- 5.1.2 Users fail to comply with any term of the User Acknowledgement Undertaking containing terms in and clause 4 of this agreement, following at least 3 written notices from KREDO MOBILITY to comply;
- 5.1.3 The User uses the App for any purpose not contained in this agreement and/ or accepted in writing by KREDO MOBILITY; -failing which Kredo Mobility may elect to terminate the contract with written notice to the Channel Partner.
- 5.2 Both Parties will be entitled to sue for specific performance, claim/recover damages & pursue legal remedies that are available to it in law for any breach of contract & or/damages limited to direct loss, which has been incurred by the aggrieved Party as a result of the defaulting Party's failure to deliver it's obligations under this Agreement, where failure to remedy any such material breach within 21 (twenty) days of written notice has not been complied with & where the aforementioned dispute resolution process in Clause 10, has failed.
- 5.3 Breach includes where s Party commits a serious or persistent Material breach of any of the provisions of this agreement where s Party is guilty of any gross mismanagement or willful neglect in the discharge of any of their obligations owed the other party.

6. NON-COMPETE

The Channel Partner is hereby prohibited from competing (by copying, using, replicating or other), unlawfully with KREDO MOBILITY. Unlawful competition shall include the

offering of any of KREDO MOBILITY's Proprietary Services and/or Market Positioning, directly or indirectly, or rendering similar Services for financial gain, but limited to the following:-

6.1 Customised/ Consumer Subsidised Credit Reports (once-off/ongoing) including data from Credit Bureaus and KREDO MOBILITY several other Sources of Data;

6.2 KREDO MOBILITY's CreditCheck Web-based Application for the provision of the above-mentioned Credit Reports.

6.3 CreditCover - which is a Product that offers Consumers pro-active protection from blacklistings and credit status decline positioned as a direct to Consumer Offer or Value Added Product (VAP);

6.4 The provision of a Subsidised telephonic credit-legal consultation

6.5 The provision of KREDO MOBILITY's proprietary Services for the purpose of Credit Rehabilitation (which is the process of improving the credit status of a Credit User) through Credit-Legal Services which include but may but be limited to the following credit rehabilitation Services:

Scorefix/ITCFix/AccountFix/JudgmentFix/FraudFix/GarnisheeFix/ Reckless CreditFix/ Prescribed Debtfix/Debt Review Fix & CreditCover/Rescission of Admin Orders/ Rehabilitation from Sequestration.

6.6 The Channel Partner may not employ and/or poach any former Employee of KREDO MOBILITY under a restraint of Trade.

7. LIMITED LIABILITY

7.1. The Channel Partner agrees, to the extent permitted by law, to indemnify KREDO MOBILITY against any third party's claim whether in contract, delict, statute or otherwise, for any direct, indirect, special or consequential loss, damage, death or injury, cost or expense or claim of any kind whatsoever and howsoever arising, brought against KREDO MOBILITY, arising from any action or conduct related to the Channel Partner's unauthorised and unlawful access, disclosure, processing and use, of any third party's credit and personal information, that is inconsistent with the terms of the Agreement, the terms of the consent of use, granted by such third party directly to the Channel Partner and KREDO MOBILITY or any applicable data privacy laws prevailing at any time, during the term of the Agreement.

7.2 The Channel Partner hereby indemnifies and holds KREDO MOBILITY harmless against any and all claims which may be made against it, all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs, such as legal disbursements) and expenses of any nature whatsoever which KREDO MOBILITY may suffer or incur as a result of or in connection with the Channel Partner's breach of any of its obligations and/or warranties set forth in the Agreement, this Addendum, the terms of the consent of use, granted by such third party directly to the Channel Partner and KREDO MOBILITY or any applicable data privacy laws prevailing at any time, during the term of the Agreement. ("**the Indemnified Loss**").

7.3. Without limiting the generality of the foregoing, the Channel Partner hereby indemnifies and holds KREDO MOBILITY harmless against any and all claims which may be made against it, all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs, such as legal disbursements) and expenses of any nature whatsoever, whether in contract, delict, statute or otherwise, which KREDO MOBILITY may suffer or incur as a result of or in connection with any action or conduct related to the Channel Partner's unauthorised and unlawful access, disclosure, processing and use, of any third party's credit and personal information, that is inconsistent with its obligations and/or warranties set forth in the Agreement, this Addendum, the terms of the consent of use, granted by such third party

directly to the Channel Partner and KREDO MOBILITY or any applicable data privacy laws prevailing at any time, during the term of the Agreement. (“**the Indemnified Loss**”). 7.4. The Channel Partner shall be obliged to pay KREDO MOBILITY the amount of any Indemnified Loss suffered or incurred by KREDO MOBILITY as soon as KREDO MOBILITY is obliged to pay the amount thereof (in the case of any Indemnified Loss which involves a payment by KREDO MOBILITY) or as soon as KREDO MOBILITY suffers the Indemnified Loss (in the case of an Indemnified Loss which does not involve a payment by KREDO MOBILITY).

7.5. The Channel Partner’s indemnity of liability, in favour of KREDO MOBILITY, whether in contract, delict, statute or otherwise for any direct, indirect, special or consequential loss, damage, death or injury, cost or expense or claim of any kind whatsoever and howsoever arising, shall be unlimited.

7.6. KREDO MOBILITY and/or any of its Personnel or Affiliates shall not be liable to the Channel Partner, its shareholders, funders, clients or customers, or any third party, whether in contract, delict, statute or otherwise for any direct, indirect, special or consequential loss, damage, death or injury, cost or expense or claim of any kind whatsoever and howsoever arising, incurred or suffered by the Channel Partner, its shareholders, funders, clients or customers, or any third party, as a result of, or arising from, the rendering of the Services, including but not limited to loss of production, profits, revenue, goodwill, anticipated savings or other economic loss, contractual losses, special damages or losses consequent upon the loss or corruption of data or losses arising from the Channel Partner’s unauthorised and unlawful access to, disclosure, processing and use, of any third party’s credit and personal information.