



TERMS AND CONDITIONS

OVERVIEW

This website is operated by DEBT2BOND. Throughout the site, the terms “we”, “us” and “our” refer to DEBT2BOND. DEBT2BOND offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1. INTRODUCTION

When you (‘the User’) visit or use this website, the User will be deemed to have accepted and agreed to be bound by the terms and conditions set out below (‘terms and conditions’).

DEBT2BOND may, at any time and without notice, amend the terms and conditions.

Any reference in the terms and conditions to DEBT2BOND means DEBT2BOND as well as any subsidiary of DEBT2BOND, to the extent any such subsidiary acts in any capacity contemplated by these terms and conditions.

SECTION 2. FINANCIAL PRODUCTS

DEBT2BOND acts solely as a facilitator and/or broker in relation to the provision of the financial products referred to on this website.

The provision of the financial products referred to on this website is subject to the procedures and approvals criteria stipulated by the relevant third-party product provider(s).

DEBT2BOND has no authority to bind any third-party product provider, nor does it purport to do so.

All information regarding the financial products referred to on this website, including information in respect of the terms and conditions applicable to such financial products and services, interest rates or any other matter is intended as a guideline only and is subject to change without notice.

The terms and conditions which will apply to any financial product purchased by you from any third-party product provider will be the terms and conditions set out in the written document relating to such financial product finally issued by the third-party product provider at the time of purchase.

If the User's application for any financial product is a joint application or involves another party such as a joint applicant or surety, these terms and conditions will also apply to such other applicant or another party, and the User warrants that the User will inform such other applicant or another party of these terms and conditions.

SECTION 3. DISCLAIMER

DEBT2BOND accepts no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the website (or any of the pages therein contained) and/or transactions or actions resulting therefrom. Accordingly, any use of the information made available by means of the website is entirely at the User's own risk and it is the User's sole responsibility to evaluate the currency, accuracy, completeness and usefulness of all such information prior to relying on the same.

DEBT2BOND does not endorse the views, opinions and recommendations included in any website linked to this website.

SECTION 4. USER INFORMATION

Whilst DEBT2BOND endeavours to protect the User's information from observation by any third-party during transit, use of the website is entirely at the user's risk. DEBT2BOND gives no warranties and will not be liable for any damage or costs the User might incur as a result of unauthorised viewing of the User's information.

DEBT2BOND does not guarantee uninterrupted or error-free information and/or the security of this website or that of any stored visitor data.

SECTION 5. INFORMATION PROVIDED

When the User applies for any financial product referred to on this website, the information furnished by the User to DEBT2BOND will be disclosed to the relevant third-party product providers as part of the relevant application process(es).

The User warrants that all information furnished by the User (whether in relation to the User or any other party) to DEBT2BOND as part of this process will be truthful, accurate, current and complete. Information furnished by the User to DEBT2BOND may also be used by DEBT2BOND to provide the User with information in regard to DEBT2BOND's other products and services.

SECTION 6. FEES

DEBT2BOND will never request any up-front fees for the processing of applications however, a "Professional Fee" may be charged in the event that an application is successful. A successful application is considered to be a bond being registered as a result of the origination of the bond application processed by DEBT2BOND. The payment thereof will be due on registration of a bond. This "Professional Fee" is only charge when DEBT2BOND does not receive payment from the 3rd party credit providers approving the application or a minimal commission amount. Customers are advised of the "Professional Fee" timeously and a MANDATE is signed prior to registration of the bond. The "Professional Fee" will be paid from the proceeds of the bond on date of registration and a No Success – No Fee basis will apply.

SECTION 7. INTELLECTUAL PROPERTY

Copyright subsists in all material on this website. Unauthorised usage thereof shall constitute an offence and shall render the offender liable to prosecution.

The User may not sub-license, resell, republish (including internet posting, electronic mailing, faxing, archiving in a public database, redistributing via a computer network, or in a printed form to third parties), reproduce, retransmit, disseminate, sell, broadcast, commercially exploit, adapt or circulate any information on (or accessed via) the website without the express written consent of DEBT2BOND (which consent may be refused at DEBT2BOND's sole and absolute discretion). Without limiting the generality of the aforesaid, the User may not reproduce or distribute, or substantially copy any information or

service from the website onto the User's own server, or link to this website, without the prior written permission of DEBT2BOND (which consent may be refused at DEBT2BOND's sole and absolute discretion).

DEBT2BOND (including its information providers) are the sole and exclusive owners of all right, title and interest in and to the intellectual property rights inherent to, or contained in, the website (including but not limited to trademarks, copyrights, patents, trade names and trade secrets), as well as all proprietary information and services listed on (and/or accessed via) the website.

SECTION 8. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall DEBT2BOND, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 10 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless DEBT2BOND and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made

by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 11 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 12 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 13 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 14 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa.

SECTION 15 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 16 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@debt2bond.co.za.

SECTION 17 – CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

In terms of the Protection of Personal Information Act, we treat your personal information as strictly confidential and take certain technical and organizational measures to protect your Personal Information. Our online application provides us with your consent to process your personal information for the purpose for which it has been collected by us. "Personal Information" means personal information as defined in the Protection of Personal Information Act 4 of 2013.

("POPIA") and includes any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person that could reasonably be used to identify you (such as your name, surname, e-mail address, telephone number, mobile phone number, home address, photographs, links to your social identities/networks and credit card or other financial information). You agree to provide us with certain Personal Information when you communicate with us by email, SMS or telephone and make use of our service, do a credit check through a credit bureau report or via 3rd party companies, when you make application via our website.

You hereby acknowledge that:

- appropriate advice can only be provided after full disclosure of your relevant Personal Information for purposes of evaluating and advising you in respect your application and on suitable financial products in line with your objectives;
- DEBT2BOND requires relevant Personal Information to assist you with your application and/or to accept, issue and service insurance policies that you may apply for;
- you agree to be informed about the outcome of your application and/or in respect of the relevant financial products (if applicable).

You hereby agree and explicitly give consent to DEBT2BOND for purposes of processing, including but not limited to, collecting, updating, sharing and storing of your Personal Information relating to any application made by DEBT2BOND and agree that DEBT2BOND may share this information for this purpose with affiliated companies, financial institutions, registered credit providers as well as its service providers in order to enable them to process your personal information to determine whether you qualify for a financial product, including but not limited to do credit checks, fraud checks, checks with and reporting to the South African Fraud Prevention Service:

The Services provided by DEBT2BOND is not intended to be financial, tax or legal advice and should not be construed as such. Your personal financial situation is unique, and it is your responsibility, given your financial and other individual circumstances, to use any information and advice obtained through the Services appropriately and responsibly when implementing your decisions. Before making any financial decisions or implementing any financial strategy, you should obtain advice from your accountant or other financial advisor who are fully aware of your individual circumstances and never take up an application that will stretch your repayment capacity to its maximum.

DEBT2BOND is committed to business practices in compliance with the Protection of Personal Information Act 4 of 2013 ("POPI"). By completing our online application form, you agree that we may process your personal information in terms of this clause as may be amended from time to time, or such further privacy policies that may be published on the Website, in compliance with POPI.

Personal information means personal information as defined in POPI, and includes, but is not limited to, your full name, surname, email address, identity number, contact details and financial history.

You authorise DEBT2BOND to retain a copy of your identity document, payslip and proof of address, the latter two documents not being older than three (3) months, for a period of three (3) years from date of such documents being submitted to us by you or other authorised third parties.

We collect information about you as follows:

Information you provide to us through our online application;
 Information you provide through any communications with us;
 From third party sources like credit bureaus.

We will only hold and use your personal information which we reasonably need to perform our duties in pursuance of any agreement we may have with you, consider or respond to interaction by you or fulfil our regulatory or other business obligations.

We will protect and manage personal information that we hold of you by using appropriate electronic and computer safeguards such as firewalls, access controls, data encryptions, and other security measures.

We will keep your personal information confidential and only share it with third parties for the purposes explained in this clause, insofar as you have consented thereto, or insofar as we may become legally obliged or entitled to do so. We have trusted relationships with carefully selected third parties who perform Services on our behalf, situated within South Africa, to process and aggregate account information. All service providers are bound by contract to maintain the security of your personal information and to use it only as permitted by us.

By accepting these terms, you consent to us sharing personal information about you with credit bureaus and that the credit bureaus may provide us with a credit report containing your financial history. The credit reports will be used solely for the following purposes:-

Providing you with assistance with regards to managing your credit;
Challenging the accuracy of information contained on your report;
Investigating and comparing your information held by the credit bureaus.
You further consent to your personal information (including account information and security credentials) being securely transferred to, in order for them to assist us in rendering the Services to you.

You consent to our partners to release your credit profile to DEBT2BOND and that any information released shall be hosted by DEBT2BOND in order to achieve the purpose of the request.

Security precautions on the online banking transactions:
DEBT2BOND uses aggregation and connection technology to ensure that all applicants receive the best seamless digital experience.

By agreeing to these Terms, we may contact you with regards to Services or products offered by us or other companies in our business or approved by us, in which we believe you may be interested; or to carry out market research about our Services or products or those of third parties. We may also pass information to third parties approved by us so that they may contact you about Services or products in which they believe you may be interested, from time to time. You may opt-out from receiving any such marketing communications at any time by contacting us or by unsubscribing.

You further consent that we use your personal information in order to communicate with you, including the receipt of account-related notifications and alerts.

You have a right to access certain personal records we hold of you. Requests can be made in writing to info@debt2bond.co.za.

To ensure that your personal information is correct you may request us to rectify or remove any information that may be inaccurate by sending us an e-mail to info@debt2bond.co.za.

For any questions or concerns about this clause and your personal information, please contact us on info@debt2bond.co.za.