

WEBSITE TERMS AND CONDITIONS

1 Terms and conditions

- 1.1 Please read these terms and conditions carefully. Together with our privacy policy, they govern our relationship with you in relation to this website.
- 1.2 This terms and conditions apply to our websites located at **www.betterbond.co.za**, **www.mortgagemax.co.za** and **www.betterlife.co.za** other websites controlled by us ("**Website**"); and the "**BetterBond App**", "**BetterRewards**" and other mobile applications owned or controlled by us (as it is available for download through your app store) ("**Mobile Application**"), and their respective contents, whether accessed via computer, mobile device, telephone, or other.
- 1.3 We may change these terms and conditions or our privacy policy at any time by updating this page. You should check this page from time to time to review these terms and conditions to ensure you are satisfied with any changes. Using or accessing this website indicates your acceptance of these terms and conditions and conditions. If you do not accept these terms and conditions and conditions, please do not continue to use this website.
- 1.4 This website is currently intended for those who access it from within the Republic of South Africa. Because of this, we cannot guarantee that the site or the information thereon complies with or is appropriate for use in other places, and accordingly it should only be used by persons who access it from within the Republic of South Africa.

2 Information about us

- 2.1 We are **BetterLife Group Limited** (South African Registration Number: 1992/000443/06) and the following subsidiaries:
 - 2.1.1 **Betterlife Origination Services Proprietary Limited** (South African Registration Number: 2001/003522/07), acting through its BetterBond and MortgageMax divisions (respectively "**BetterBond**" and "**MortgageMax**") and
 - 2.1.2 **BetterLife Distribution Services Proprietary Limited** (South African Registration Number: 2005/024995/07) being licensed as a financial services provider FSP No. 24015 in terms and conditions of section 8 of the Financial Advisory and Intermediary Services Act, 2002 (Act No 37 of 2002) ("**BetterSure**").
- 2.2 Our registered office address is Block 3, Pendoring Office Park, 299 Pendoring Road, Blackheath, Johannesburg, South Africa. You can contact us by telephone on +27(0)11 516 5500 or on email: **privacy@betterlife.co.za**

3 Use of this website

- 3.1 We have made this website available to you for your non-commercial use. We may modify, withdraw or deny access to this website at any time. This website and all the materials contained in it are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, stories and other text.
- 3.2 You may not copy, redistribute, republish or otherwise make the materials on this website available to anyone else without our consent in writing.
- 3.3 You may print or download materials from this website for your personal, non-commercial use provided that:

- 3.3.1 no materials are modified in any way;
- 3.3.2 no graphics are used separately from accompanying text;
- 3.3.3 our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material; and
- 3.3.4 if you have our permission to provide these materials to another person, you ensure they are made aware of these restrictions.

4 **Content**

- 4.1 This website is intended to provide general information regarding us, our products and services, and other financial information which may be of interest to you. It is not intended to provide exhaustive treatment of any subject dealt with.
- 4.2 The information on this website including all research, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action, which might affect your personal finances or business, you should take appropriate advice from a suitably qualified person.
- 4.3 The website may include technical, typographical or other inaccuracies and you are urged to contact us to confirm all information contained on this website before placing any reliance on it. Changes are periodically made to the information on this website and these changes will be incorporated in new editions of this website. We reserve the right to alter or amend any criteria or information set out in this website without notice.
- 4.4 If the website contains statements or information which relate to projections, plans or objectives or future economic performance you should be aware that these projections are only predictions and that actual events or results may differ materially. Past performance of any investment or security is not necessarily an indication of future performance. Value of investments may go up as well as down.

5 **No offer**

- 5.1 Nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these terms and conditions which govern the relationship between us in relation to your use of the website. No information or content contained on this website should be taken as an offer by us.
- 5.2 All services offered by us are subject to completion (in the manner required) of the requisite application forms and other documentation and are governed by our relevant terms and conditions and conditions.
- 5.3 We reserve the right to reject at our absolute discretion any application submitted for services contained on this website. If you make a contract with a third party who is named or referred to on this website, it is your responsibility to ensure that you are comfortable with the terms and conditions of that contract and to take legal advice if necessary.

6 **Transmission of information**

Your attention is drawn to the fact that information transmitted *via* the Internet is susceptible to monitoring and interception. You will bear all risk of transmitting information in this manner. We will not be liable for any loss, harm or damage suffered by you as a result of transmitting information to us. We reserve the right to request independent verification of any information transmitted *via* e-mail. Please be aware that any unsolicited confidential or proprietary information sent to us *via* the Internet cannot be guaranteed to remain confidential. If you need

to send such information to us and are concerned about the security of this information please contact us and we will advise you of the most appropriate method of transmission.

7 Limitation of liability

7.1 The information contained on this website is given for general information and interest purposes only. Whilst we try and ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. Our liability to you as explained below remains unaffected by this.

7.2 We do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of your use of the website. Use of this website is at your sole risk. We will not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the website.

7.3 We do not guarantee that this website will be compatible with all or any hardware and software which you may use. We do not guarantee that this website will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information. We reserve the right to withdraw or modify this website at any time.

7.4 We will not be liable to you for any physical loss or damage to your computer as a result of your use of this website, including any damage arising as a result of a virus. You have sole responsibility for adequate protection and back up of data and/or equipment. These terms and conditions do not exclude our liability (if any) to you for:

7.4.1 personal injury or death resulting from our negligence;

7.4.2 fraud;

7.4.3 any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

7.5 Our liability to you will not in any circumstances include any business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

8 Website disclaimers

We do not make representation that information and materials on this website are appropriate for use in all jurisdictions available on the web, or that transactions, products, or services offered on this website are available or indeed appropriate for sale or use in all jurisdictions, or by all potential clients. Those who access this website do so on their own initiative, and are therefore responsible for compliance with applicable local laws and regulations. By accessing each site, the entrant has agreed that he/she has reviewed the website in its entirety including any legal or regulatory terms and conditions.

9 Email disclaimer

The information in our emails may be confidential and/or legally privileged. It is intended solely for the addressee. Access to our emails by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on it, is prohibited and may be unlawful. Whilst all reasonable steps are taken to ensure the accuracy and integrity of information and data transmitted electronically and to preserve the confidentiality thereof, no liability or responsibility whatsoever is accepted if information or data is, for whatever reason, corrupted or does not reach its intended destination.

10 Links to other website and services

The website may contain links to other websites, which are not under our control. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website.

11 Warranties

11.1 You warrant to and in favour of BetterLife that:

11.1.1 you are 18 years or older; or

11.1.2 you have the legal capacity to agree to and be bound by these terms and conditions; and

11.1.3 the terms and conditions constitute a contract valid and binding on you and enforceable against you.

11.2 Each of the warranties given by you will:

11.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms and conditions of any other warranty or by any other words in the terms and conditions;

11.2.2 continue and remain in force irrespective of whether your Account is active, suspended or cancelled;

11.2.3 be deemed to be material.

11.3 BetterLife gives no guarantee of any kind concerning the content on our Website and whether the content is complete, accurate, up to date, or fit for a particular purpose. Use of the content of the Website is therefore at your own risk. BetterLife will however take reasonable steps to ensure the quality and accuracy of content available from the Website.

11.4 BetterLife makes no warranties or representations of any kind, express or implied, as to:

11.4.1 the error free or without interruption operation of the online service or that any errors or interruptions will be corrected;

11.4.2 the accessibility of the internet or the availability of telecommunication services from your provider;

11.4.3 access to the Services at any time or from any location.

11.4.4 any loss, damage, or other security intrusion of the telecommunication services or mobile device.

12 Determination of disputes

12.1 Save where otherwise provided in this terms and conditions and conditions, in the event of any dispute or difference arising between you and us, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of any agreement or Services, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) days, the said dispute or difference shall on written demand by either party be submitted to arbitration in

Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa ("the Foundation") by an arbitrator or arbitrators appointed by the Foundation.

- 12.2 Should the we fail to agree in writing on an arbitrator within 10 (ten) days after arbitration has been demanded, the arbitrator shall be nominated at the request of either party by the Foundation.
- 12.3 Either party may appeal the decision of the arbitrator within a period of 21 (twenty-one) days after the arbitrator's ruling has been handed down by giving written notice to that effect to the other party. The appeal shall be dealt with in accordance with the rules of the Foundation by a panel of 3 (three) arbitrators appointed by the Foundation.
- 12.4 Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate Court for urgent relief. The provisions of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of any agreement.
- 12.5 Any arbitration in terms and conditions of this clause shall be conducted "in camera" and the parties shall treat as confidential and not disclose to any third-party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration.

13 **Governing law and jurisdiction**

These terms and conditions and your use of this website are governed by and construed in accordance with laws of the Republic of South Africa and any disputes will be decided only by the courts of the Republic of South Africa.

14 **Amendments**

BetterLife may modify these terms and conditions from time to time. The terms and conditions will always indicate the date it was last revised. You will be deemed to have accepted and agreed to be bound by any changes to the terms and conditions when you use the Website or the service after the changes were posted.

15 **Abuse of website**

- 15.1 The user may not use the website in any manner that could damage, disable, overburden, or impair any BetterLife server, or the network(s) connected to any BetterLife server, or interfere with any other party's use of the Website.
- 15.2 The user may not attempt to gain unauthorised access to any products, services, other accounts, computer systems or networks connected to any BetterLife server or to any of the products or services through hacking, password mining or any other means.
- 15.3 The user are expressly prohibited from posting on or transmitting to or from this Website any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under any law.
- 15.4 The user may not use the Website in any manner for the purposes of conducting any business that is in competition with the business of BetterLife, including any bond origination or insurance broking business, whether by spamming, forwarding the user's contact details and other business related information to any estate agent that has listed any property on this website, or otherwise.
- 15.5 Without limiting the rights and remedies of BetterLife, BetterLife may deny the user access to all or part of this Website without notice if the user engages in any conduct or activities that BetterLife believes in its sole and absolute discretion are contrary the import and intent of this restriction.

16 Termination

These terms and conditions constitute an agreement between you and BetterLife and each new or amended version of the terms and conditions become binding on you each time you visit the Website. If you wish to terminate this agreement with BetterLife, you may do so by deregistering your account for the service and discontinue use of the Website. BetterLife may at any time, terminate this agreement and deactivate your account. Notification of termination will be sent to the email address provided by you.

17 General

- 17.1 These terms and conditions and the Privacy Policy constitute the whole agreement between you and BetterLife relating to your use of the Website.
- 17.2 Failure or neglect by BetterLife to enforce any of these terms and conditions, will not be construed as a waiver of its rights, nor will such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions, nor prejudice the rights of BetterLife to take subsequent action.
- 17.3 For all purposes of these terms and conditions, any notice required to be in writing shall include email.
- 17.4 These terms and conditions create a legally binding agreement between you and BetterLife. Accordingly, unless expressly stated to be the case, the terms and conditions do not create rights in favour of any third party.
- 17.5 If any part of these terms and conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the rest of the terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

18 Enquiries

Any questions or concerns arising from these terms and conditions or the Website should be addressed to privacy@betterlife.co.za

19 BetterLife's information in terms and conditions of Section 43 of the Electronic Communications and Transactions Act 25 of 2002

Any provision of these terms and conditions which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these terms and conditions will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these terms and conditions, without invalidating the remaining provisions of these terms and conditions or affecting the validity or enforceability of such provision in any other jurisdiction.

Site owner: BetterLife Group Limited (South African Registration Number: 1992/000443/06)

Legal status: BetterLife is a public company, duly incorporated in accordance with the laws of South Africa.

Description of main business: BetterLife is a public holding company whose main subsidiaries are Betterlife Origination Services Proprietary Limited (South African Registration Number: 2001/003522/07), acting through its BetterBond and MortgageMax divisions (respectively "BetterBond" and "MortgageMax") and BetterLife Distribution Services Proprietary Limited (South African Registration Number: 2005/024995/07) being licensed as a financial services provider FSP No. 24015 in terms and conditions of section 8 of the Financial Advisory and Intermediary Services Act, 2002 (Act No 37 of 2002)

("BetterSure"). BetterBond and MortgageMax are leading home loan origination companies. BetterSure is an insurance brokerage.

Telephone number: 011-5165500

Website address: www.betterbond.co.za

Physical Address: Block 3, Pendoring Office Park, 299 Pendoring Road, Blackheath, Johannesburg, South Africa. You can contact us by telephone on +27(0)11 516 5500 or on email: privacy@betterlife.co.za

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