

MortgageMax

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 The websites to which these terms and conditions apply and for which we are responsible are www.mortgagemax.co.za; www.bettersure.co.za; www.betterhomegroup.co.za; and www.betterbond.co.za.
- 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. If you do not accept these terms 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 BetterHome Limited, BetterLife Origination Services (Pty) Limited, BetterLife Distribution Services (Pty) Limited trading as BetterSure Financial Consultants and BetterSure Insurance Brokers (Pty) Limited, each company being registered in the Republic of South Africa at the Companies and Intellectual Property Registration Office, respectively.
- 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: info@mortgagemax.co.za;

3 Use of the 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. You may not copy, redistribute, republish or otherwise make the materials on this website available to anyone else without our consent in writing.
- 3.2 You may print or download materials from this website for your personal, non-commercial use provided that:
 - 3.2.1 No materials are modified in any way;
 - 3.2.2 No graphics are used separately from accompanying text;
 - 3.2.3 Our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material; and
 - 3.2.4 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.
- 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 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. You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your access to or use of this 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, securities, products, instruments or services offered on this website are available or indeed appropriate for sale or use in all jurisdictions, or by all investors or other 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.

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 BetterBond and MortgageMax Service Waiver

- 10.1 The services provided by BetterBond and MortgageMax are not intended to be financial, tax or legal advice and should not be construed as such. BetterBond and MortgageMax and their service partners are not financial planners, financial brokers or tax advisers. 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 these 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 a home loan that will stretch your repayment capacity to its maximum.

- 10.2 As part of services provided by BetterBond and MortgageMax, it is noted that this information collected shall within reason be shared, for the purpose of which it was collected, with companies within the group, financial institutions, registered credit providers as well as service providers to accomplish the objective regarding the respective intended purpose including but not limited to credit checks, fraud checks, checks with and reporting to the South African Fraud Prevention Service.
- 10.3 Services provided by BetterBond and MortgageMax make provision for more than one applicant per application. It is noted that each application is treated as confidential, however each application with co-applicants are submitted as required and it can not be guaranteed that the respective co-applicants personal information will not be disclosed to the other co-applicant during the course of the bond application process up to registration thereof.
- 10.4 It is further important to note that the information being shared means BetterHome Ltd and its subsidiaries, including internal systems e.g., LMS, DealMaker and SwitchX which is used to process the personal information and to submit to the financial institutions.

11 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.

12 Changes

We may change the content hereof at any time by updating this document on the web page. We will indicate the latest version at the bottom footer. If you do not agree with the changes, then you must stop using the website and our goods or services. If you continue to use the website or our goods or services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.

13 Governing Law and jurisdiction

These terms 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 Severability

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.