

## TRANSAFRICA PROPERTY FINANCE AND LEGAL (PTY) LTD

### TERMS OF USE

**Updated: March 2025**

Welcome and thank you for your interest in Transafrica Property Finance and Legal (Pty) Ltd t/a Transafrica Property Services with registration number 2024/304347/ ("TPS" herein). TPS is affiliated with various other companies under the umbrella of the TransAfrica Group.

#### 1. INTRODUCTION

- 1.1. By accessing our content or submitting a request to be contacted by TPS or in any way using the TPS website, network, mobile application or other services, the client/user agrees to be bound by these Terms of Use.
- 1.2. By using the TPS website, the client/user acknowledges that he/she has read the Terms of Use and that the client/user agrees to be bound by said Terms of Use.
- 1.3. Should the client/user not wish to be bound by these Terms of Use, the client/user may not continue to access, display, use or download any of the content on the TPS website.
- 1.4. The TPS website enables the client/user to make contact with TPS, and its skilled employees and affiliated companies to assist in the various services provided by TPS.
- 1.5. By agreeing to the Terms of Use, the client/user warrants that –
  - 1.5.1. The client/user is at least 18 years of age;
  - 1.5.2. The client/user has not previously been suspended or removed from the TPS Services;
  - 1.5.3. The client/user's use of the services complies with all applicable laws and regulations.
- 1.6. Some of the services advertised on the TPS website might be performed by third-party companies under the TransAfrica Group. There may, therefore, be further and/or alternative terms and conditions specific to each service offered on the TPS Website.
- 1.7. The client/user agrees to comply with all applicable laws, including and without limitation the Consumer Protection Act, 2008 (the "CPA" herein), when making use of the TPS website and/or services.

#### 2. USE OF THE TPS WEBSITE AND SERVICES

- 2.1. The client/user acknowledges that he/she might be required to submit certain information and agree to terms and conditions to make use of some of the features of and/or services advertised on the TPS website.

- 2.2. The client/user acknowledges that he/she may be required to provide us with personal information on registration, including but not limited to name and surname, contact number and email address.
- 2.3. The client/user acknowledges that TPS will collect, use, store and disclose personal information in accordance with the TPS Privacy Policy.
- 2.4. The client/user further confirms that all information provided is accurate and that he/she will keep it updated at all times.
- 2.5. The client/user agrees that he/she will only use this website for lawful purposes.
- 2.6. The client/user agrees that he/she will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of the TPS website and/or services.
- 2.7. The client/user agrees not to use any robot, spider, other automatic device or manual process to monitor, copy, distribute or modify the TPS website or the information set out on the website without prior written consent.
- 2.8. The client/user may not use the TPS website to distribute any material that is –
  - 2.8.1. Unlawful;
  - 2.8.2. Harmful to minors;
  - 2.8.3. Offensive;
  - 2.8.4. Amounts to hate speech;
  - 2.8.5. Fraudulent, false or misleading;
  - 2.8.6. Defamatory or obscene; or
  - 2.8.7. Infringes any third party intellectual property, personal, confidentiality, or other rights.
- 2.9. The client/user acknowledges that the client/user is solely responsible for all consequences that result from negotiations and/or the conclusion of any agreement as a result of the TPS website and services offered.
- 2.10. The client/user further confirms that any fees paid by the client/user in accordance with an agreement with TPS or affiliated companies are not refundable.
- 2.11. The client/user acknowledges that these terms and conditions do not constitute a loan agreement as they merely regulate the use of the website.
- 2.12. The client/user acknowledges that should a loan be requested from TPS and concluded, such agreement may be subject to specific terms and conditions not contained in the Terms of Use.
- 2.13. The client/user acknowledges that any offer on the TPS website or within any marketing material will be subject to affordability assessments.

### **3. THIRD-PARTY SERVICES AND WEBSITES**

- 3.1. The client/user acknowledges that TPS provides a platform to facilitate the liaison between a client/user and TPS and/or affiliated companies.
- 3.2. The client/user acknowledges that the TPS website contains links and references to third-party websites and that TPS is not responsible for the practices and policies of those websites.

- 3.3. The client/user acknowledges that he/she uses such third-party websites at his/her own risk.

#### **4. CHANGES TO THE TPS TERMS OF USE**

- 4.1. The client/user acknowledges that TPS may change the Terms of Use at any time and it is the client/user's responsibility to familiarize him/herself with these changes.
- 4.2. The client/user acknowledges that changes will apply after the change has been published on the TPS website.
- 4.3. The client/user acknowledges that it is accepted that the client/user accepts the amended terms and conditions if the client/user continues to make use of the TPS website and services.

#### **5. LIMITATION OF LIABILITY**

- 5.1. The client/user acknowledges that TPS cannot be held liable for inaccurate information published and/or incorrect places displayed on the TPS website save where such liability arises from gross negligence or willful misconduct.
- 5.2. The client/user agrees to contact TPS in the event of any possible malfunctions or errors.
- 5.3. The client/user acknowledges that TPS does not endorse any information submitted or products listed on the TPS website.
- 5.4. The client/user indemnified TPS against any direct, indirect, incidental, special or consequential loss or damages to the client/user as a result of –
  - 5.4.1. The client/user's access or use of the TPS website and/or services.
  - 5.4.2. The client/user's breach of the Terms of Use;
  - 5.4.3. The client/user's violation of any law or rights of a third party;
  - 5.4.4. A dispute or issue between the client/user and any third party;
  - 5.4.5. The client/user's wilful misconduct;
  - 5.4.6. Any other party's access to or use of the services using the client/user's account details and password.

#### **6. AVAILABILITY AND TERMINATION**

- 6.1. The client/user acknowledges that TPS does not make any warranties that the website will be available at all times.
- 6.2. The client/user acknowledges that TPS may terminate, suspend and/or modify the website without prior notice to clients/users.
- 6.3. The client/user acknowledges that, if he/she fails to comply with these Terms of Use, TPS may suspend or terminate his/her access to the website.

#### **7. GENERAL**

- 7.1. The client/user acknowledges that any failure to enforce rights in terms of this agreement by TPS does not constitute a waiver of that right.

- 7.2. The client/user acknowledges that if any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 7.3. The client/user acknowledges that no variation, addition, deletion, or agreed cancellation of the Terms of Use will be of force and effect unless reduced to writing and accepted by both parties.
- 7.4. The client/user acknowledges that no indulgence, extension, relaxation or latitude which any party may show grant or allow the other shall constitute a waiver of the rights.
- 7.5. The client/user acknowledges that these Terms of Use contain the whole agreement between the client/user and TPS and no other warranty or undertaking is valid unless contained in this document or agreed to in terms of clause 7.4 hereof.