

# **TRANSAFRICA PROPERTY SERVICES**

## **HOME LOAN OFFERING**

### **TERMS AND CONDITIONS**

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## 1. INTRODUCTION

- 1.1 Transafrica Home Loans is powered and administered by MortgageMarket. Transafrica Home Loans is a white-label product developed, owned, and maintained by MortgageMarket for Transafrica Property Services. **You acknowledge that while Transafrica Home Loans may carry the branding of and may be associated with Transafrica Property Services, the underlying technology and Services are provided by MortgageMarket.** MortgageMarket is the primary point of contact for any support, warranty, or enquiries regarding Transafrica Home Loans.
- 1.2 Transafrica Property Services is acting solely as a distributor of Transafrica Home Loans. The role of Transafrica Property Services is limited to facilitating the distribution of Transafrica Home Loans. Transafrica Property Services is not responsible for the content, performance, or any other aspect of Transafrica Home Loans, and MortgageMarket is solely responsible for the terms, performance, and any related obligations of Transafrica Home Loans, including any claims that may arise from your use or availment of Transafrica Home Loans.
- 1.3 By using Transafrica Property Services, you acknowledge and agree that any request for support, warranty, enquiries or claims related to Transafrica Home Loans will be directed at MortgageMarket.
- 1.4 This client agreement, including any Annexures ("**Agreement**"), is between you and MortgageMarket and sets out the terms and conditions with respect to your use and availment of Transafrica Property Services.
- 1.5 **There are clauses in this Agreement that require your careful consideration. To assist you, those terms which may limit any of your rights, or which provide for specific acknowledgements or warranties required by/from you, are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context requires otherwise:
  - (1) **Agreement:** As defined in clause 1.4.
  - (2) **Annexures:** Means any annexures attached to this Agreement as may be amended or supplemented from time to time.
  - (3) **Authorisations:** Means all licenses, permits, or approvals of whatsoever nature required by you in terms of any Regulatory Provision to enable you to exercise your rights and fulfil your obligations under this Agreement.
  - (4) **Deeds Office:** The government department responsible for the registration, management and maintenance of the property registry of the Republic of South Africa.
  - (5) **Transafrica Home Loans:** Means the online bond origination marketplace product owned, developed and maintained by MortgageMarket and distributed by Transafrica Property Services.
  - (6) **Transafrica Property Services:** Means Transafrica Property Services Proprietary Limited, registration number 2024/304347/07, a private limited liability company, incorporated in accordance with the company laws of the Republic of South Africa.
  - (7) **MortgageMarket or "we" or "us":** Means MortgageMarket Proprietary Limited, a private company registered in the Republic of South Africa with registration number 2018/549063/07.
  - (8) **Material:** Means the content, trademarks, copyright, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on the Transafrica Property Services'/MortgageMarket websites or web applications.
  - (9) **Regulatory Provision:** Means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African government and any other competent authority, which in any way affect or apply to you, your access to the Transafrica Property Services' website or web application and/or use of our Services.

- (10) **Services:** Means any of the services provided by us via the Transafrica Property Services' website or web application.
- (11) **You and/or "your":** Means you, the natural or legal person accessing our website or web application and/or making use of the Services and includes the person you may be representing when making use of our Services.

- 2.2 This definitions clause is not exhaustive, and you will find other terms defined elsewhere in this Agreement.
- 2.3 If any provision in a definition confers rights, or imposes obligations on you or us, effect is given to it as a substantive provision of this Agreement.
- 2.4 Any capitalised term used but not defined in any Annexure will, unless the context shows otherwise, have the same meaning as in this Agreement.
- 2.5 Any reference in this Agreement to a person means any natural person.
- 2.6 Should any of the terms of this Agreement conflict with any of the terms contained in any other signed agreement you may have concluded with us, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail. **NO TERMS AND CONDITIONS CONTAINED ON YOUR PURCHASE ORDER, ORDER ACCEPTANCE FORMS AND/OR INVOICES SHALL APPLY TO, SUPPLEMENT OR SUPERSEDE ANY TERMS AND CONDITIONS OF THIS AGREEMENT.**
- 2.7 **NO INFORMATION OR CONTENT CONTAINED ON THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION IS OR SHOULD BE CONSTRUED AS AN OFFER BEING MADE BY US TO YOU.**

### 3. CASHBACK OFFER – QUALIFYING CRITERIA

- 3.1 The cashback offer is applicable to the main applicant whose name appears on the offer to purchase and who completes their online application on their own.
- 3.2 The main applicant gets a guaranteed cashback, at the rate equivalent to 0.1% of the value of the granted bond and capped at a maximum of R5000, by applying online and accepting an offer from one of the banks.
- 3.3 Where applicable, the cashback amount will be paid into the main applicant's nominated bank account within 7 business days after registration of the purchased property at the Deeds Office.
- 3.4 The main applicant is entitled to cashback payments on any new property purchases, provided that none of their bond applications are cancelled at any point prior to registration of the bond.

### 4. THIRD PARTY FINANCIAL PRODUCTS AND / OR SERVICES

- 4.1 **THE SERVICES OFFERED ON THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION (E.G. HOME LOAN APPLICATION) ENTAIL THE FACILITATING/BROKERING OF APPLICATIONS (E.G. HOME LOAN APPLICATION) AND ENTAIL FACILITATING/BROKERING ACCESS TO FINANCIAL PRODUCTS AND/OR SERVICES OFFERED BY VARIOUS THIRD PARTIES WE WORK WITH (E.G. THE BANKS), WHICH THIRD- PARTY FINANCIAL PRODUCTS AND/OR SERVICES AND ARE SUBJECT TO SEPARATE PROCEDURES AND APPROVALS CRITERIA THAT HAVE NOTHING TO DO WITH US OR TRANSAFRICA PROPERTY SERVICES (E.G. DETERMINING YOUR CREDIT-WORTHINESS IN A HOME LOAN APPLICATION). NEITHER WE NOR TRANSAFRICA PROPERTY SERVICES HAVE NO AUTHORITY TO BIND THESE THIRD PARTIES TO YOU, NOR DO WE PURPORT TO DO SO. All information regarding these financial products and services referred to on the Transafrica Property Services' website or web application, including information of the terms and conditions applicable to such financial products and services, interest rates or any other matter, are for information purposes only and subject to change without notice.**
- 4.2 The final terms and conditions which will apply to you in respect of any financial product or service will be those set out in the written document(s) issued to you by the applicable third-party provider at the relevant time. You will most likely be required to sign such document(s) confirming your acceptance of the terms and conditions contained therein. Those terms and conditions will establish a separate binding contract between you and a third-party concerned (e.g. a mortgage loan agreement with a bank).

4.3 By selecting the 'pre-populate my application' button, you agree to us requesting your bureau data from Experian and populating your application form with the information available in your credit history.

4.4 **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD BOTH US AND TRANSAFRICA PROPERTY SERVICES HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSSES OR DAMAGES ARISING FROM ANY BREACH BY YOU OF ANY APPLICABLE THIRD-PARTY TERMS AND CONDITIONS AND/OR AGREEMENT. NEITHER WE NOR TRANSAFRICA PROPERTY SERVICES GIVE ANY WARRANTY AND MAKE NO REPRESENTATION, BE IT EXPRESS OR IMPLIED, AS TO THE QUALITY OR FITNESS FOR PURPOSE OF SUCH FINANCIAL PRODUCTS OR SERVICES, AND ANY REMEDY YOU SEEK TO ENFORCE SHALL BE GOVERNED BY THE AGREEMENT WITH THE THIRD-PARTY CONCERNED.**

## 5. **YOUR CONDUCT AND MATERIAL ON THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION**

5.1 In making use of our Services, you may, from time to time, copy, upload, download, or share any Material that belongs to you. You retain full ownership of this Material, and we don't claim any rights to it. You do however give us permission to use your Material to do those things we need to do to be able to provide you with the Services, which includes the choices we make to technically administer the Services (e.g. backing up and storing data). This permission also extends to the third parties we work with to provide the Services (e.g. the banks).

5.2 While using the Services, you are, and at all times remain, solely responsible for:

- (1) Your conduct.
- (2) the content of your Material.
- (3) maintaining and backing up your Material.
- (4) loss or corruption of any of your Material.
- (5) your electronic communications; and
- (6) what you copy, share, upload, download or otherwise use/share with others,

**AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD BOTH US AND TRANSAFRICA PROPERTY SERVICES HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSS OR DAMAGE WHICH WE MAY SUSTAIN AS A RESULT OF ANY OF THE AFORESAID FOR WHICH YOU ARE RESPONSIBLE WHILST USING OUR SERVICES.**

## 6. **ACCEPTABLE USE OF THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION**

6.1 **YOU ACKNOWLEDGE AND AGREE NOT TO MISUSE THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION.**

6.2 In this regard you may not, without limitation:

- (1) infringe the intellectual property rights, including copyright, of others.
- (2) copy, upload, download, or share any Material unless you have the lawful right to do so.
- (3) infringe the intellectual property rights, including copyright, of others.
- (4) copy, upload, download, or share any Material unless you have the lawful right to do so.

- (5) probe, scan, or test the vulnerability of the Transafrica Property Services' website or web application, including any of our other systems and/or networks.
- (6) breach or otherwise circumvent any security or authentication measures.
- (7) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services offered.
- (8) plant malware, spyware or otherwise use the Services to distribute malware or spyware.
- (9) access or search the Services by any means other than our publicly supported interfaces (for example, "scraping").
- (10) send unsolicited communications, promotions or advertisements, or spam; send altered, deceptive or false source-identifying information, including "spoofing" or "phishing".
- (11) publish anything that is fraudulent, false, misleading, or infringes another's rights.
- (12) promote or advertise products or Services other than your own without appropriate authorisation.
- (13) impersonate or misrepresent your affiliation with any other person or entity.
- (14) publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred; and
- (15) violate any applicable Regulatory Provision in any way, or violate the privacy of others, or to defame others.

## 7. LINKS TO & FROM OTHER WEBSITES, WEB APPLICATIONS OR MOBILE APPS

- 7.1 Links to third-party websites, web applications or mobile apps on the Transafrica Property Services' website, web applications or mobile app are provided solely as a convenience to you. If you use these links, you will leave our website and/or web application and/or our secure environment. We have not reviewed any or all of these third-party websites, web applications or mobile apps and do not control and are not responsible for any of these websites, web applications or mobile apps or their content. Thus, we do not endorse nor make any representations about them, or any information, software or other Services or Materials found there, nor any results that may be obtained from using them. **IF YOU DECIDE TO ACCESS ANY OF THE THIRD-PARTY WEBSITES, WEB APPLICATIONS OR MOBILE APPS, YOU DO SO ENTIRELY AT YOUR OWN RISK. UNLESS YOU HAVE RECEIVED OUR PRIOR WRITTEN PERMISSION, YOU SHALL NOT ESTABLISH HYPERLINK, FRAME, METATAG, OR SIMILAR REFERENCE, ELECTRONICALLY OR OTHERWISE, TO OUR WEBSITE, WEB APPLICATION OR MOBILE APP.**

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 At all times, all right, title and interest in and to our Materials remains vested in us (i.e. belongs to us) and/or Transafrica Property Services and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by Regulatory Provisions. These Materials may not be copied, reproduced, modified, published, uploaded, posted to other websites, web applications or mobile apps or otherwise distributed in any way, without our prior written permission. Save as expressly provided herein, we and/or our licensors and/or our suppliers do not grant any right to you to use or reproduce the Materials. All our rights in this regard are and remain reserved.

## 9. ELECTRONIC COMMUNICATION

- 9.1 When you make use of any of the Services and/or send e-mails to us, you consent to receiving communications from us electronically, and agree that all agreements, notices disclosures and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be "in writing".

## 10. SOFTWARE

- 10.1 Any software made available on or through the Transafrica Property Services' website or web application or any hardware rented or sold to you is governed by license terms that establish a binding contract with a third-party licensor.

10.2 **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD BOTH US AND TRANSAFRICA PROPERTY SERVICES HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSSES OR DAMAGES ARISING FROM ANY BREACH BY YOU OF THESE LICENSE TERMS.**

10.3 Neither we nor Transafrica Property Services give a warranty and/or make a representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the applicable third-party licensor.

## 11. **YOUR PERSONAL INFORMATION AND DATA PROTECTION**

11.1 You agree that we may collect, process, use, transfer and store your personal information for purposes of providing you with the services.

11.2 You further agree and undertake to obtain written consent from a data subject for such collection, processing, use, transfer or storage of a data subject's personal information whenever this is required.

## 12. **COMPLIANCE WITH LEGISLATION**

12.1 You shall at your own risk and expense procure all Authorisations that you may require in order to access the Transafrica Property Services' website or web application and/or make use of the Services. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any Authorisations, including the granting thereof and whether required by us or any other third-party. You agree to comply, at all times, with all Authorisations and Regulatory Provisions, as well as the terms, standards and requirements prescribed by any Regulatory Provision or any competent authority which may be applicable from time to time in respect of the Services. You agree to indemnify us and Transafrica Property Services against any breach by you of the aforesaid Authorisations and Regulatory Provisions.

## 13. **DISCLAIMER & RISK**

13.1 **THE USE OF THE TRANSAFRICA PROPERTY SERVICES' WEBSITE OR WEB APPLICATION, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER.** We do not, either expressly or impliedly, make any warranties, claims or representations with respect to your use of our website, web application or mobile app, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for use or a particular purpose. We further do not represent or warrant that our website, web application or mobile app will always be available, accessible, uninterrupted, timely, accurate, complete and error-free nor do we warrant any connection to or transmission from the internet.

13.2 **YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF THE TRANSAFRICA PROPERTY SERVICES' WEBSITE, WEB APPLICATION OR MOBILE APP AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

## 14. **LIMITATION OF LIABILITY**

14.1 You acknowledge and agree that we, Transafrica Property Services, our licensors, our suppliers and our staff, will have no liability in connection with or arising from your use of the Transafrica Property Services' website, web application or mobile app or the Services.

14.2 **UNDER NO CIRCUMSTANCES ARE WE, TRANSAFRICA PROPERTY SERVICES, OUR LICENSORS, OUR SUPPLIERS AND OUR STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES, EVEN IF WE, TRANSAFRICA PROPERTY SERVICES, OUR LICENSORS, OUR SUPPLIERS, AND OUR STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.**



## 15. CHOICE OF LAW, JURISDICTION & COSTS

- 15.1 This Agreement are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the South African courts.
- 15.2 **IN THE EVENT WE NEED TO INSTRUCT ATTORNEYS TO PROTECT OR ENFORCE ANY OF OUR RIGHTS AGAINST YOU IN TERMS OF THIS AGREEMENT, AND SHOULD WE BE AWARDED COSTS BY AN ARBITRATOR OR COURT, YOU AGREE YOU ARE RESPONSIBLE FOR AND UNDERTAKE TO REIMBURSE US SUCH COSTS ON AN "ATTORNEY-AND- OWN-CLIENT" BASIS, AS PER THE MANDATE BETWEEN US AND OUR ATTORNEYS.**

## 16. ADDRESS FOR LEGAL PROCESS

- 16.1 We choose the following address and email at where we will accept service of court papers/process and/or other legal documents:

Physical address:	Block 27, 2nd Floor, The Woodlands Office Park, Woodlands, Woodmead, 2080 South Africa
Email:	admin@mortgagemarket.co.za

- 16.2 We may change the above details by updating this Agreement from time to time. Please ensure you use the address and email that appear in the version of this Agreement published on our website, web application or mobile app at the time you intend to serve court papers or other documents.

## 17. INVALID, VOID & UNENFORCEABLE TERMS

- 17.1 Should any of the terms and conditions herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of this Agreement shall nonetheless remain in full force and effect.

## 18. NO WAIVER

- 18.1 Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

## 19. NO VARIATION

- 19.1 No alteration, variation, or consensual cancellation of this Agreement, including this clause, shall be of any force or effect, unless it is recorded in writing and signed (as defined further on) by both you and us. "Signed" referring to either a hand-written signature, or an "advanced electronic signature" as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).

## 20. QUERIES

- 20.1 Any queries regarding these Agreement must be directed to our legal department on 011 568 9212 or

[admin@mortgagemarket.co.za](mailto:admin@mortgagemarket.co.za)



ECT ACT INFORMATION (ACT NO. 25 OF 2002):

Company name:	MORTGAGEMARKET PROPRIETARY LIMITED
Registration number:	2018/549063/07
Physical address:	Block 27, 2nd Floor, The Woodlands Office Park, Woodlands, Woodmead, 2080 South Africa
Website address:	<a href="http://www.mortgagemarket.co.za">www.mortgagemarket.co.za</a>
Email address:	<a href="mailto:admin@mortgagemarket.co.za">admin@mortgagemarket.co.za</a>
Telephone number:	<a href="tel:0115689212">011 568 9212</a>