



## IZWE LOANS WEBSITE TERMS OF USE (“Terms of Use”)

### Introduction

- 1 By using this website (“**Website**”), or any of the Izwe Loans domains/websites listed *below*, you agree to be bound by these Terms of Use.
- 2 These Terms of Use become effective when you access our Website for the first time and constitute a binding agreement between Izwe Loans (Pty) Ltd, with company reg. no. 2004/012468/07, (“**Izwe Loans**”), and yourself, which will always prevail.
- 3 The services and products offered by this Website are provided to you free of charge, except where another agreement between us stipulates the contrary, on an “*as is*” and “*as available*” basis.
- 4 Izwe Loans uses its best efforts to maintain the quality of its services, but you should not assume that the Website is error-free or that it will be suitable for the particular purpose which you have in mind when using it.
- 5 **The information, ideas and opinions expressed on this Website are of a general nature and should not be regarded as financial or other advice. Prior to taking any action based on, or in relation to, information, ideas and opinions expressed on this site you need to obtain professional advice appropriate to your planned action.**
- 6 Izwe Loans is the owner of the Izwe Loans internet domains listed in these Terms of Use. No other person or entity has any right to use any of the aforesaid domains. Should you be contacted by or come across any website (other than this one) purporting to be the official website of Izwe Loans, please report this to Izwe Loans at: **010 206 7400**.

### Limitation of Liability and Disclaimers

1. You use this Website at your own risk.
2. Izwe Loans makes no warranties or representations of any kind (express or implied) with regards to the Website or its content.
3. Izwe Loans shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by you as a result of accessing this Website, utilising any service offered on this Website or relying on any information contained on this Website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:
  - a. errors or discrepancies in the information provided;
  - b. relying on the information generated by a calculator or other online tool available on this Website. Such calculators and online tools are merely for information purposes and their results are not a representation by Izwe Loans about its products and do not bind Izwe Loans in any manner;
  - c. any unauthorised access or amendment of this Website by third parties;
  - d. any breakdown or failure of any equipment or medium of access to this Website;

- e. any failure or unavailability of this Website or any third parties' facilities or systems resulting in the inability to access this Website or process any transaction referred to or offered on this Website;
  - f. the destruction or accessing of your data or equipment, or the data or equipment belonging to any third party used by you to access this Website; or
  - g. alteration, modification, upgrade or update of this Website or any technology, hardware or software modification that may form part of this Website.
4. You hereby indemnify Izwe Loans against any demand, claim or action for direct damages, indirect damages, punitive damages and/or consequential damages or orders against Izwe Loans relating to or in connection with your use or accessing of this Website whether such demand, claim or action was caused directly or indirectly for any reason whatsoever.
  5. Izwe Loans reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this Website or any part hereof at any time.
  6. You are entirely responsible for all content that you access, upload, post, email or otherwise transmit via this Website. Izwe Loans is not liable for loss of any content that you access, upload, post, email or otherwise transmit via this Website and you should keep a backup copy of all such content.

#### **Privacy**

1. Izwe Loans has the *Izwe Loans Privacy Policy*, which is available on this Website, that governs the usage of your personal information.
2. You give Izwe Loans permission to collect and use your personal information when you use the Website. Izwe Loans uses your personal information in terms of the *Izwe Loans Privacy Policy* and for internal purposes, e.g. improving the functionality of this Website, keeping a database of users and maintaining a record of access to this Website.
3. Izwe Loans will not share your personal information with any third party, except in accordance with the *Izwe Loans Privacy Policy*.
4. You consent that Izwe Loans may share your personal information with sub-contractors/service providers/affiliates for purposes of management and administration of this Website.

#### **Intellectual Property**

1. Izwe Loans retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works, published on or via this Website. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:
  - a. the material is for personal use (to consider the use of the online services) and not for any commercial purposes;
  - b. any reproduction of Izwe Loans' proprietary material from this Website or portion of it must include this copyright notice in its entirety; and
  - c. you do not distort or otherwise modify the proprietary information in a manner that may be prejudicial to Izwe Loans.
2. The logos and trademarks shown on this Website are Izwe Loans registered and unregistered trademarks or those of third parties. Nothing on this Website should be construed as granting

any licence or right to use any trademark without Izwe Loans' prior written permission and/or that of third parties, as the case may be. You may not, without Izwe Loans' prior written permission, use our intellectual property or that of third parties for any other purposes.

3. An application to use Izwe Loans' intellectual property must be submitted to [webmaster@izwe.co.za](mailto:webmaster@izwe.co.za). Upon receiving your application, we will do our best to respond and enter into further discussions with you. If you don't receive a written response from us within 5 (five) business days, consider your request as having been rejected.
4. If you submit any content or data to this Website, you grant (by the submission of such content) a transferable, perpetual, worldwide and royalty-free licence to Izwe Loans to use the content in any manner whatsoever. If the intellectual property rights of any content submitted by yourself are owned by a third party, you undertake to notify Izwe Loans hereof immediately and you indemnify Izwe Loans against any claims that such third party may bring against Izwe Loans for the use of third-party content submitted to the Website by you.

### **Permission to Link to This Website**

1. Nobody may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as "*linking*"), to this Website or any subsidiary pages before receiving Izwe Loans' prior written approval, which may be withheld or granted, subject to the conditions we specify from time to time.

### **Links to Third-party Sites**

1. The Website may contain links to other websites with information and material produced by other parties.
2. While Izwe Loans endeavours to provide links only to reputable websites, it cannot accept responsibility or liability for the information provided on other websites.
3. A link from this Website to any other website does not mean that we have scrutinised or endorsed the owners or administrators of the websites or their business or security practices and operations.

### **General Matters**

1. Izwe Loans may amend these Terms of Use from time to time. By accessing this Website, you are bound to the current version of the Terms of Use published here at the time of any visit to this Website. You agree to view the current version of the Terms of Use each time you access the Website.
2. A certificate signed by the administrator responsible for maintaining this Website will be *prima facie* proof of the date of publication and content of the current version of the Terms of Use and all previous versions of these Terms of Use.
3. Nothing on this Website should be treated as an offer capable of acceptance but merely as an invitation to do business with Izwe Loans.
4. If any provision of these Terms of Use is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.
5. The laws of the Republic of South Africa apply to these Terms of Use, as well as the relationship between yourself and Izwe Loans, as far as it concerns the use of this Website or any matter that may arise from such use.

6. Breach of these Terms of Use entitles Izwe Loans to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to Izwe Loans on an attorney and client scale.
7. You may not use this Website for any unlawful purpose or any purpose prohibited by these Terms of Use.
8. In its sole and unfettered discretion, Izwe Loans reserves the right to terminate access of a person/s to this Website for any reason and without notice.
9. Nothing on this Website constitutes financial or investment advice.
10. Products or services offered on this Website, if any, are offered to South African residents only and not to any persons residing outside the Republic of South Africa.
11. If you have used a user ID and/or password to access any of the functionality of this Website, you are solely responsible for the following:
  - a. ensuring that your user ID and password remain confidential and are not disclosed to any third party;
  - b. any and all transactions, information submitted or other actions performed using your user ID and password; and
  - c. the immediate notification of [webmaster@izwe.co.za](mailto:webmaster@izwe.co.za) in the event that your user ID, password or account is disclosed, compromised or subject to any use not authorised by you.

#### **Izwe Loans Domains**

[www.izwe.co.za](http://www.izwe.co.za)

[www.izweloans.com](http://www.izweloans.com)

[www.izweghana.com](http://www.izweghana.com)

[www.izwezambia.com](http://www.izwezambia.com)

[www.izwekenya.com](http://www.izwekenya.com)

[www.izweloans.co.za](http://www.izweloans.co.za)

[www.izwenigeria.com](http://www.izwenigeria.com)

[www.izwemauritius.com](http://www.izwemauritius.com)