

## LENDLINK WEBSITE TERMS AND CONDITIONS

**BT ACCESSING THE LENDLINK WEBSITE YOU ARE ACCORDINGLY ENTERING INTO AN AGREEMENT BASED ON THE TERMS BELOW. IF FOR ANY REASON YOU HAVE RESERVATIONS REGARDING THE TERMS AND CONDITIONS AS SET OUT IN GREATER DETAIL BELOW, YOU SHALL IMMEDIATELY LEAVE THE WEBSITE FAILING WHICH, YOU SHALL BE AUTOMATICALLY BOUND TO THE AGREEMENT FORMING HEREIN.**

**IT IS TO BE NOTED THAT THE TERMS AND CONDITIONS HEREIN CONTAINED SHALL BE APPLICABLE TO ANY AND ALL ENTITIES RELATED TO LENDLINK AND MAY BE ELABORATED UPON BY LENDLINK'S STANDARD TERMS AND CONDITIONS DOCUMENT.**

**THIS SITE IS NOT INTENDED FOR USE BY ANY PERSON UNDER THE AGE OF 18 YEARS WHEREBY LENDLINK RESERVES THE RIGHT TO SEEK AND VERIFY ANY PERSONS AGE.**

### **1. DEFINITIONS**

- 1.1 "Browser" shall mean any person who visits any page of the Website, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and who has no intention of registering for the services offered by LendLink;
- 1.2 "Client" shall mean a person or juristic person who has completed the online application of LendLink and who has furthermore been approved or is in the process of being approved by LendLink;
- 1.3 "Content" shall mean the substantive information which is freely available on each separate page of the Website and may furthermore include any processes therein contained;
- 1.4 "Damage" or "Damages" shall mean, without limiting the generality thereof, any direct, indirect, consequential, unlimited, patrimonial, non-patrimonial, punitive or any other loss incurred by a User;
- 1.5 "ECTA" means the Electronic Communications Transactions Act, 25 of 2002 (as amended);
- 1.6 "Deposit Finance" means Deposit Finance, a division and affiliated entity of LendLink to whom these terms and conditions shall apply;
- 1.7 "Juristic Person" for purposes of these terms and conditions shall mean any company, closed corporation, trust, partnership, association, club, organisation, agency or any other legally or judicially recognised *quasi-juristic* person;
- 1.8 "Lender" shall mean, without limiting the generality thereof, the certified and approved short and or long term, secured or unsecured, loan or discounting, factoring or other financier with whom LendLink has engaged to provide financial assistance to its Clients;
- 1.9 "LendLink" means Lend Link (Proprietary) Limited, a duly registered company in accordance with the relevant laws of the Republic of South Africa as well as, or in the alternative to, any subsidiary or affiliated entity of LendLink, with specific reference to Deposit Finance;
- 1.10 "Loan" shall mean, without limiting the generality hereof, a secured, unsecured, short-term, long-term loan as understood to be a traditional credit agreement, alternatively, an untraditional form of money lending such as discounting, factoring or bridging or any other form of financial assistance for which a User has engaged with LendLink to solicit such a loan;
- 1.11 "Loan Agreement" means the agreement, if any, whether in writing or not, which may be provided by a Lender to the User or Client in order to successfully conclude a loan which agreement may inevitably befall the ambit of the National Credit Act, 34 of 2005 (as amended) or not, dependant on the nature of the Lender's business;
- 1.12 "PAIA" shall mean the Promotion of Access to Information Act, 2 of 2000 (as amended);
- 1.13 "Personal Information" shall have the same meaning herein incorporated as shown in section 1 of ECTA and as may be amended or elaborated, where necessary, by section 1 of the Protection of Personal Information Act, 4 of 2013;
- 1.14 "Services" shall mean the services rendered by LendLink as shown throughout the Website and more accurately described hereunder;
- 1.15 "User" shall mean a person, either representing a juristic person or themselves, who is either a Client, Browser or Lender and who browses the Website, alternatively, makes use of the Website for the purpose of either obtaining Services, obtaining Personal Information or merely acquiring information through the Content of the Website;

1.16 "Website" shall mean <https://lendlink.co.za> and / or <https://depositfinance.co.za>

## 2. **INTRODUCTION**

- 2.1 LendLink is an independent entity whose operational business activities relate to providing an online digital platform connecting Users to various Lenders and *vice versa*, each such Lender's business model varying in nature through the use of the Website.
- 2.2 Making use of the Website will allow the User access to various forms of Loans enabling the User to make a holistic comparison between each Lender.
- 2.3 By providing Personal Information either through submission on the Website or by manual submission via electronic mail, the Client is granting LendLink an unconditional mandate to solicit Loans from various Lenders and provide the Client with independent information relating to Loans based on the Client's input characteristics.
- 2.4 LendLink shall accordingly act on the Client's mandate to source Lenders based on the requirements and the limited information provided by the Client.
- 2.5 The Client is then provided with the information of the Lender, which information is protected in terms of these terms and conditions, whereby the Client shall be granted the opportunity to connect with the Lender and accordingly be linked, subject to clause 8.
- 2.6 LendLink may furthermore provide Lenders with the Client's information in which instance, the Lender may contact the Client to provide a Loan to said Client.

## 3. **USE OF WEBSITE**

- 3.1 The terms and conditions herein contained govern the manner in which the User uses and interacts with the Website.
- 3.2 The mere fact that the User has accessed the Website constitutes a binding agreement herein created in accordance with these terms and conditions between LendLink and the User, notwithstanding the fact that the User may only be considered a Browser or Lender.
- 3.3 The term access shall not be interpreted restrictively yet shall carry a broad meaning to include such instances as a User merely visiting the home page and a Browser browsing the Website without any intention of making use of the services offered by LendLink.
- 3.4 By accessing the Website without registration as a User, the Browser of this site is granted conditional and revocable use to the Website, which use is subject to the terms herein contained.
- 3.5 LendLink reserves the exclusive right to amend the terms and conditions as herein contained at any given stage without notice which amended version shall be enforceable against any User, Browser, Client or Lender.
- 3.6 Should a User have visited the Website at any given stage prior to such an amendment, the new terms and conditions herein portrayed at the time the User visits the Website subsequent to the amendments shall constitute a new agreement, binding the User to such new terms.
- 3.7 A certificate issued by a person responsible for maintaining the Website shall show the date of the new terms and conditions which certificate shall constitute *prima facie* proof that such terms and conditions are binding on the User.
- 3.8 The User herewith confirms that all authorisation as is required either by law or contract applicable to a Juristic Person, alternatively a natural person, as the case may be, has been provided to the User and that any information shared, statement made, decision enacted, effect created or any other result sought by the User through the use of the Website binds the User, and subsequently the Juristic Person, alternatively, natural person, as the case may be, to such a result.
- 3.9 By registration on LendLink's databases, the User provides unconditional consent to LendLink or any Lender to the use of such Personal Information provided upon by the User for creditworthiness checks with any nominated third party organisation as is elaborated upon hereunder.
- 3.10 By using the Website, the User or Browser shall not:
- 3.10.1 distribute any content from the Website without our prior consent;
  - 3.10.2 use any technology, including but not limited to crawlers and spiders to search the Website or obtain information from the Website;
  - 3.10.3 frame the Website or any pages;
  - 3.10.4 link to the Website in a manner other than through the homepage;

3.10.5 deep-link to any other pages in a way that would suggest that you own the intellectual property that belongs to LendLink.

4. **HYPERLINKS**

4.1 LendLink shall not be liable for any Damages suffered due to a User accessing the Website through a hyperlink which hyperlink does not immediately direct the User to the home page or the Website.

4.2 The User shall be precluded from claiming any Damages suffered as a result of a hyperlink on the Website which redirects the User to a third-party Website.

4.3 LendLink does not control the Content of any website with the exception of the Website.

4.4 LendLink does not subscribe to or endorse any information contained on such a website unless specifically subscribed or endorsed.

4.5 The mere fact that LendLink's Website may be found on any advertising platform, third-party website or any Lender's website shall not be construed nor interpreted as an endorsement of the content found on such Website.

5. **NON-ADVISORY**

5.1 LendLink is not a financial services provider as envisaged in the Financial Advisory and Intermediary Services Act, 37 of 2002 (as amended).

5.2 LendLink shall in no way provide any recommendations or advice in relation to whether a Lender's offer is or may be the best for the User.

5.3 LendLink merely creates the link between User and Lender and no financial product is sold in this process.

5.4 It remains the choice of the User to engage with a Lender on the terms and conditions provided for by such Lender.

5.5 LendLink is under no obligation to provide any advice to any User, whether registered or not, relating to any financial information, accounting, tax, legal, investment or any other professional advice.

6. **THE PROCESS**

6.1 The User shall be required to register on the Website or by manual application.

6.2 Upon registration, the User shall be provided a username and unique identification password – it is duty of the User to keep this information safe.

6.3 Such registration's success and approval shall be at the exclusive and sole discretion of LendLink whereby LendLink reserves the right to unilaterally restrict any person's access to the Website.

6.4 LendLink furthermore reserves the right to revoke any such registration for any reason it may or may not disclose and in its sole discretion.

6.5 Should the registration requirements be amended per the unilateral discretion of LendLink, LendLink shall not be liable for any Damages which may be suffered, whether directly or consequential, as a result of an amendment to registration requirements and subsequent non-conformity of a User to such an amendment.

6.6 Upon approval of the User's registration, the User shall become a Client of LendLink.

6.7 The Client shall provide LendLink with certain minimum information as is and may be required either through the Website, alternatively, upon request by electronic mail.

6.8 All information provided should be as far as is reasonably possible accurate and correct whereby non-compliance herewith could have drastic civil and criminal consequences.

6.9 Any misrepresentations provided to LendLink shall warrant automatic revocation of registration and blocked access to the Website at the sole discretion of LendLink.

6.10 LendLink shall make use of the limited information provided by the Client to source a Lender who may be appropriate for the Client's needs based strictly on the information provided by the Client.

6.11 This is not an automatic process whereby LendLink shall match the Lender to the Client, alternatively, the Client to the Lender, based on the information received by the Client and the services criteria of the Lender.

6.12 LendLink shall provide the Client with information relating to the nature of the Lender's business as well as Loan structure offered by such a Lender.

6.13 LendLink reserves the right to advertise the Client's request for a Loan with numerous Lenders and provide the Lender with the Clients information in order to create a link.

- 6.14 It is of utmost importance to note that by entry of the Client's records on the Website, alternatively, by submission thereof manually, LendLink in no way makes any representations, warranties or undertakings which guarantees a successful application with a Lender.
- 6.15 LendLink is furthermore under no liability to provide the Client with the funds sought.
- 6.16 The mere fact that LendLink has provided the Client with a possibly suitable Lender's details shall in no way be construed or interpreted as an indirect, implied or tacit undertaking that such an application with the Lender shall be successful.
- 6.17 The Lender shall execute its own independent credit search and vet the information provided by the Client. To this extent, and notwithstanding anything to the contrary, the Client grants LendLink unconditional permission to transmit the Personal Information provided by the Client to the Lender in order for such vetting process to be completed as shall be elaborated upon hereunder.
- 6.18 The Lender shall in its sole discretion, and without any consultation or influence from LendLink, decide whether to enter into a Loan Agreement with the Client.
- 6.19 The Client acknowledges that LendLink acts independently from Lenders, that Lenders in no way influence the manner in which Clients are linked to Lenders and that LendLink is in no way an affiliate of any Lender as understood in the Companies Act, 71 of 2008 (as amended).

## **7. LENDERS**

- 7.1 LendLink has conducted independent investigations and verifications on the business models of each Lender which offer competitive Loans to the public, subject to fulfilment of each individual Lender's terms and conditions.
- 7.2 By linking the Client to a Lender, LendLink undertakes that such a Lender has been pre-approved to provide a loan to the Client, subject to clause 6.16 above.
- 7.3 Each Lender has their independent verification process whereby the Client may be expected to provide the Lender with information not sought by LendLink in order to facilitate the eventual conclusion of a Loan Agreement.
- 7.4 LendLink is under no obligation to disclose any such requirements of Lenders to the Client and accepts no responsibility for the non-compliance of a Client to provide any extra information to a Lender.
- 7.5 LendLink shall have the exclusive right to grant any Lender access to the Website at its sole discretion.
- 7.6 LendLink shall provide Lenders access to the Personal Information of Clients upon its sole discretion whereby such Personal Information shall be treated with the highest confidentiality.
- 7.7 The Lender shall be precluded from distributing, advertising, selling, ceding, transferring or any other manner of facilitating the loss of control of the Personal Information to any third party, with the clear, and only, exception of providing Personal Information to a creditworthiness verification agency.
- 7.8 The Lender shall indemnify LendLink from any action for Damages suffered by any Client for the distribution of Personal Information without the consent of either LendLink or the Client.
- 7.9 Upon demand of the return of any information, data, permissions, authorisations or any other type of proprietary protected information, the Lender hereby unequivocally consents to the return thereof to LendLink within 5 days after receipt of such a request.

## **8. NON-CIRCUMVENTION**

- 8.1 LendLink provides its Services to Clients at no charge to the Client.
- 8.2 In exchange for this *ex gratia* exchange of Services, the Client hereby unconditionally undertakes not to circumvent LendLink in any manner.
- 8.3 This shall include making direct or indirect contact with the any Lender, its employees, officers, directors, shareholders, consultants, agents or affiliates which has been introduced to the Client by LendLink.
- 8.4 The Client undertakes not to enter into any Loan Agreement with any such Lender without approaching LendLink first.
- 8.5 LendLink reserves the right to hold any such Client liable for any loss as a result of such circumvention, which loss shall be payable by the Client within a period of 5 (five) days after demand.
- 8.6 Notwithstanding the fact that the Client terminates its mandate with LendLink as herein envisaged, this clause shall survive such a termination for a period of 2 (two) years.

## **9. INTELLECTUAL PROPERTY**

- 9.1 All aspects of design, trademark, domain names, patents, design elements, software, databases, graphics, icons and hyperlinks on the Website or any of these elements contained in any documents sent to the

User originating from a request on the Website are original and of which LendLink holds exclusive ownership.

- 9.2 Such ownership is protected by local and international intellectual property protections laws.
- 9.3 Nothing herein contained, nor so contained on the Website, shall grant a licence to either the User or Lender for the use, right, title or publication of LendLink's intellectual property unless a separate written agreement to the contrary has been concluded.
- 9.4 The User or Lender is strictly prohibited from making use of, copying, transmitting or incorporating the logos, graphics or images originating from or shown on this Website in any work of their own unless the contrary is agreed to in writing.
- 9.5 No portion of this Website may be copied and displayed on a third party's Website or any other digitally compiled information source unless quoted in inverted commas and reference is made to LendLink.
- 9.6 Nothing herein contained in clause 9 shall prohibit LendLink from enforcing any other remedy at law for any infringement of intellectual property whether specifically mention herein or not.
- 9.7 No Lender shall hold LendLink liable for an infringement of their intellectual property which is unlawfully used by a User of the Website.
- 9.8 LendLink is protected by unregistered trademark laws and the use of this trademark in any form is strictly prohibited, unless declared permissible by LendLink.

## 10. **INFORMATION**

- 10.1 Information shall be provided to LendLink either through the online or manual application form with supporting documents. Any Personal Information collected from another source shall be in writing on the applicable letterhead of such a source and subject to verification by the Client.
- 10.2 It shall be accepted that any Client who provides LendLink with a mandate through successful login with the Client's username and password shall be bound to the outcome of such a mandate.
- 10.3 The User indemnifies LendLink from any Damages suffered arising from a Lender claiming same from LendLink as a result of false, fraudulent or incorrect information provided to LendLink whether such information was provided with the intention of misleading LendLink or not.
- 10.4 LendLink shall accept any information provided by a Client as being true and correct until otherwise indicated notwithstanding a third party obtaining the username and password for a User and providing LendLink with false information. All Damages arising from any consequence resulting from such a situation shall be remedied by the Client.
- 10.5 The User is accordingly advised to protect all registration information confidential.
- 10.6 The User consents to the authentication of information provided to LendLink by a third party if necessary.
- 10.7 The link created, if any, between the Client and Lender is based solely on the information provided by the Client.
- 10.8 LendLink provides information of Clients to possible Lenders who may be amenable to provide Loans to such Clients based on the information supplied to LendLink. LendLink however reserves the right to provide the Client with a zero-linked result and request the Client to revise the information provided.
- 10.9 The Client has the right to provide LendLink with revised information which revised information shall be subject to this Agreement.
- 10.10 LendLink shall have executed its mandate in the instance of a zero-linked result, whether based on information correctly supplied or not, and the Client shall have no recourse to claim Damages due to such a zero-linked result.
- 10.11 It is reiterated that LendLink shall in no way provide any financial, legal, accounting, investment, tax or any other professional advice on any subject matter whatsoever as well as the potential linked Lenders.
- 10.12 Users are strictly prohibited from providing LendLink with any data which contains damaging codes, viruses or any data which may compromise the security of LendLink's servers:
  - 10.12.1 If such data is provided, the User waives all rights to the protection of Personal Information and confidentiality herein;
  - 10.12.2 LendLink shall contact the South African Police Service and initiate criminal prosecution;
  - 10.12.3 LendLink shall initiate civil prosecution to recover any Damages suffered;
  - 10.12.4 The Personal Information of the User shall be used to assist LendLink in initiating and completing such civil and criminal prosecution.

- 10.13 All information received by LendLink shall be deemed to be free of any confidentiality or proprietary rights whereby it shall be deemed that all such information received is not confidential, unless otherwise agreed to in writing. To this extent, and in accordance with the aforementioned provisions, the Client indemnifies LendLink against any claim from a third-party seeking Damages for the distribution or publication of confidential and / or proprietary secrets.
- 10.14 At any given stage, the Client may request LendLink to return any information which request shall not be denied. LendLink shall in accordance herewith ensure that any information transmitted to a Lender, as well as stored by LendLink is returned to the User.
- 10.15 The Client however acknowledges that information collected for statistical purposes shall not be returned in accordance with the ownership thereof vesting in LendLink.
- 10.16 All statistical information may be used for market statistics.
- 10.17 The Client shall be responsible to update its Personal Information with LendLink – the Client herewith indemnifies LendLink from any Damages as a result of a Loan Agreement being concluded between the Client and a Lender based on outdated and old Personal Information.

11. **CONSENT TO USE OF PERSONAL INFORMATION**

- 11.1 The Client herewith provides LendLink unconditional authorisation to make available his Personal Information to the Lenders, credit bureaus or other third parties who may request such information subject to, and in accordance with clause 12.9.
- 11.2 Given the nature of the manner in which information is transmitted to LendLink, same being via the Website or electronic mail, the Parties acknowledge that such transmission may be intercepted at any given stage.
- 11.3 LendLink shall however employ its best endeavours to ensure the safe storage of all Personal Information provided – this shall not be construed or interpreted as a warranty.
- 11.4 Upon a breach of Personal Information, LendLink shall employ all reasonably expected resources to mitigate the potential risk of the Client and shall furthermore immediately notify the Client of such a breach.
- 11.5 The User herewith renounces all rights it may have to claim any Damages as a result of the interception of such information through the Website or electronic messaging whereby all risks associated in and to the transmission of such information shall be borne by the User.
- 11.6 Should any Personal Information be transmitted to a Lender, such Personal Information shall be transferred in accordance with the mandate of LendLink whereby all risk associated in and to such transmission is borne by the User.
- 11.7 The provisions of clause 11.5 shall apply to instances where Personal Information is transmitted to a Lender *mutatis mutandis* (changing with the necessary changes).
- 11.8 The Client consents to the use of Personal Information for direct marketing in the form of electronic communication for the promotion of services provided by LendLink, subject to the option to opt out.
- 11.9 Any User who has partially completed the registration process by, at the very least, providing its email address, consents to direct marketing in the form of electronic communication for the promotion of services provided by LendLink, subject to the option to opt out.
- 11.10 No Personal Information of children below the age of 18 shall be willingly processed by LendLink. Should the User input information of a child below the age of 18, the User consents to the processing of such Personal Information as herein envisaged.
- 11.11 Notwithstanding anything to the contrary herein contained, and as a matter of repetition for avoidance of any doubt, the Client consents to the use of all Personal Information provided by the Client to LendLink by LendLink, any Lender, their attorney, agent, consultants, employees, accountants, managers, officers, directors or any other person under their instruction to conduct a credit check with *inter alia* TransUnion, ITC or any other designated credit bureau on the Client.
- 11.12 LendLink shall only transmit Personal Information to any cross-border entity with the express permission of the Client, alternatively, if the execution of LendLink's mandate is dependent on providing information to a cross-border entity.
- 11.13 Such a consent as envisaged in cause 11.11 above may extend to any director, shareholder (or, in the instance that a shareholder is a juristic person, their directors, shareholders, trustees, members or

partners), trustee, member or partner of the Client as may be required in the sole discretion of LendLink or the Lenders.

11.14 Personal information may be processed and compiled in order to provide Lenders with a summarised version of the Personal Information received.

12. **PRIVACY**

12.1 LendLink has a separate privacy policy which applies in conjunction to the below mentioned clauses.

12.2 The Website is protected by a security agency to ensure that all Personal Information provided is safe and secure – LendLink does not however warrant the safety of such Personal Information.

12.3 LendLink shall take all reasonably precautionous steps to protect the Personal Information of Users either through the use of the Website or storage of such information. This shall not be interpreted as a warranty that such information shall be precluded from unauthorised access.

12.4 For purposes of this clause only, Personal Information shall be elaborated to include IP Addresses, operating systems, browser types and all information collected on cookies.

12.5 LendLink shall collect cookies for the purpose of identifying Browsers in order to assess such Browsers for statistical purposes, distinguish between different Users, remember the Users last session on the Website, estimate the Websites audience size, store information about the User's preference so as to customize the Website for preferential use and speed up searches on the Website. By using the Website, the User consents to the use collection of cookies. Users do however have the right to limit the collection of cookies.

12.6 Any information provided, whether collectable from the User or Browser in any manner allowed above, shall be cached to enhance the user experience.

12.7 The User shall be entitled to request a copy of the manner in which any Personal Information is stored and collected and direct LendLink with instructions to bring amendments to such Personal Information incorrectly captured.

12.8 The User however grants LendLink, as part of its mandate, unconditional authority to store, transmit and disclose such Personal Information for the purpose of executing its mandate.

12.9 Such authority is implicitly granted by the User merely browsing the Website, or the Client by submitting its Personal Information to LendLink. It is to be understood that the mere submission of Personal Information on the Website or by way of electronic messaging grants LendLink unqualified authority to use such information in execution of its mandate.

12.10 The User however consents unconditionally to the Personal Information being stored notwithstanding LendLink's mandate being completed and properly executed.

12.11 Any hard copies of Personal Information shall be stored in a secure area with limited access to the general public and non-employees of LendLink.

12.12 Ownership in and to all non-personal information collected for statistical and record keeping purposes vests and shall remain vested in LendLink.

12.13 If at any time the User wishes to object to the use of Personal Information, the User shall do so in writing addressed to LendLink. The Client however acknowledges that this will place an impossibility on the performance expected in terms of LendLink's mandate whereby the User shall not hold LendLink liable for any Damages arising from such a situation.

12.14 LendLink shall not sell any Personal Information without the Client's prior consent.

12.15 This policy is subject to amendment as regulated herein above.

13. **MISCELLANEOUS**

13.1 The full terms of this Agreement are as portrayed herein and the parties acknowledge that no representations other than those herein contained have been made.

13.2 This Agreement, including this clause, shall be varied, amended or additions hereto added in accordance with the terms as set out herein and in the exclusive discretion of LendLink.

13.3 This Agreement, in both enforceability as well as interpretation, shall be governed in full by the laws of the Republic of South Africa.

13.4 Should any dispute arise herein, the Parties consent to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in order to resolve any such dispute.

- 13.5 Should any one single part, consisting either of a single clause or multiple clauses, of this Agreement for whatever reason be rendered unenforceable or invalid, such a part shall be several from the rest of this Agreement holding the remainder of the Agreement enforceable and valid.
- 13.6 Any indulgence granted to a breach hereof shall not be interpreted, nor construed as a waiver of any right herein incorporated or available at law.
- 13.7 Any content as found on any Website linked to the Website shall not represent the ethos, values and opinion of LendLink whereby LendLink shall in no way be liable for any Damage caused as a result of exposure to such information.
- 13.8 LendLink does not warrant that the Website shall be compatible with all User's needs and that the Website will be free from errors, omissions or interrupted.

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