

# TERMS OF USE

Last updated: 31 July 2024

## 1. Introduction and Legal Terms

By accessing or using our website BondNest, <https://bondnest.co.za/> or related websites (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by Super Listing Services.

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us, or are an acknowledgement of any fact by you. We may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason in our discretion.

The terms "applicant", "you" and "your" are used interchangeably in these Terms and accordingly refer to anyone using the Platform including those making application for a mortgage bond. Accordingly, the terms "us", "our" or "we" refers to Super Listing Services or our possession.

These Terms must be read in conjunction with any supplemental terms or policies that we implement from time to time. Any supplemental terms or policies will be disclosed to you beforehand and where applicable are in addition to, and deemed to be incorporated within, these Terms.

## 2. Our Services

Through our Platform, we offer the technology that enables interested applicants to provide their details directly to one of the Platforms banking institution partners (“**Bank/s**”) to apply for a mortgage bond on an immovable property they are interested in purchasing (“**Services**”).

## 3. Service Disclaimer

Our Platform is a marketplace, that offers you the technology and means with which to communicate directly with a Bank for the purpose of applying for a mortgage bond, without needing to engage the services of a bond originator. We, however, do not assist you in this communication and are not privy to a Bank’s communications with you. We do not influence or control the decision of a Bank as to whether to accept or deny your application and are in no way an intermediary to the transaction. We therefore do not act as your agent for the application, nor in the capacity as a bond originator in any manner whatsoever.

When you submit your information to a Bank through the Platform, your information is relayed automatically to the Bank, who will contact you directly regarding your application.

We are in no way a property practitioner as defined within the Property Practitioners Act 22 of 2019 and act only as a platform offering the technology to enable a connection between an interested applicant and a Bank offering mortgage bond facilities. The interaction subsequent to our Platform is a personal one between the respective parties for which we have no involvement.

Submission of an application through our Platform, is done at your own risk and with the understanding that submission of an application is no guarantee as to its success.

## 4. Service Process and Payment Terms

**Creating a Profile:** To use the Platform you do not need to create a profile with us. You may submit your information to one or more of the available Banks directly through links and prompts available on the Platform.

**Warranty:** By sharing your personal information with the Platform, you warrant that you are the person using the Platform. You are responsible for the information you provide, and all the actions that are taken on the Platform.

**Messaging:** By using the Services, you agree that a Bank may contact you, by way of email, telephone, SMS and/or WhatsApp to engage with you following your application as part of your use of the Services.

Processing Personal Data: We process personal information in accordance with our Privacy Policy. You acknowledge that we may share your personal information with a Bank who assist us in providing our Services to you. The information we share with these parties will however be limited only to the information needed to provide you with their services.

Platform Usage: You are not charged a subscription fee to use our Platform, we do however ask for payment of an Administration Fee that will only come into effect once the mortgage bond has been approved by a Bank and registered, associated with your initiation.

## 5. Responsibilities and Warranties

Platform Warranties: by using the Platform and/or the Services, you warrant to and in favour of Super Listing Services that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations, and the information provided during the application process is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with, and be bound by these Terms and enter into contractual agreements;
- you lawfully possess and submit all information to Super Listing Services for the use of the Platform and the Services and hereby indemnify Super Listing Services against any third-party claims that may arise due to the processing of the information shared by you with Super Listing Services;
- you will not post, upload, replicate, or transmit any information on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy, or restrict any user in any way from properly using the Platform;
- you will not send any unsolicited electronic messages or use any software, routine, or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including (but not limited) to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter, or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party on the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by Super Listing Services herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Super Listing Services to exercise any or all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

**Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform where we believe (in our sole reasonable discretion) that you are in breach of any of these Terms.**

## 6. Messages and Advertising

Data Messages between You and Super Listing Services

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory, or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent electronically over the internet.

#### Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

## 7. Intellectual Property

Platform IP: All website layout, website content, material, illustrations, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Super Listing Services, our shareholders, directors, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics, or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to these Terms, we grant to you a personal, non-exclusive, non-assignable, and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

## 8. Indemnities and Disclaimers

### Disclaimers

**The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, quality or suitability of the Platform or**

any warranties, representations or guarantees as to reliability, timeliness, quality, suitability or availability of the Services.

Banks and any conveyancing attorney assisting the with the mortgage bond registration and property transfer, are independent third parties and not in any way employed by Super Listing Services to provide their services. Super Listing Services therefore does not guarantee the quality or suitability of the services provided by a Bank nor or the outcome of any information and application submitted via the Platform. You agree that the entire risk arising out of use of the Services, and any service requested in connection therewith, remains solely with you, to the maximum extent permitted under law.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Super Listing Services. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Super Listing Services, its shareholders, directors, employees, agents, office bearers, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered by Super Listing Services or any Bank through the Platform.

Super Listing Services, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

#### Indemnities

You indemnify and hold harmless Super Listing Services, its shareholders, directors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered, or transactions concluded through the Platform in any way.

You agree to indemnify, defend, and hold Super Listing Services, its shareholders, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

This clause will survive termination of these Terms.

#### 9. **Dispute Resolution between you and Super Listing Services**

Negotiation: Should any dispute, disagreement or claim arise between you and Super Listing Services concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties may approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties may consent to commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by Super Listing Services.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can

cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

#### 10. **Disputes between Users**

**Private Dispute:** Should a dispute arise between you and a Bank, regarding your private transaction, said dispute is between you exclusively. Super Listing Services is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

**Beneficial Resolution:** You agree that you will make every reasonable effort to resolve the dispute in a manner that is mutually agreeable and/or as prescribed by any relevant agreement concluded between you and the Bank, and for the attempted benefit of both parties.

**Notification:** Notwithstanding the above, these parties may inform Super Listing Services of the dispute for Super Listing Services to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

#### 11. **Termination of Use**

**IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.**

If you wish to terminate your agreement with us and these Terms, you may do so by ending your use of our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile in accordance with our data retention requirements.

#### 12. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Super Listing Services, at [info@superls.co.za](mailto:info@superls.co.za); or
- in the case of an applicant, at the e-mail, cellphone number, and/or address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

#### 13. **Complaints and Support Enquiries**

Should you have any complaints or support enquiries, please use the built-in prompts on the Platform to contact us directly.

#### 14. **Company Information**

- **Site owner:** Super Listing Services (Pty) Ltd
- **Legal status:** Private Company
- **Registration number:** 2016/186446/07
- **Description of business:** Software Provider
- **Platform address:** <https://bondnest.co.za/>
- **Email address:** [info@superls.co.za](mailto:info@superls.co.za)
- **Registered address:** 150 Hennie Alberts Street, Brackenhurst, Alberton, Gauteng, 1448
- **Postal address:** PO Box 167250, Brackendowns, Gauteng, 1454

15. **General**

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party. Super Listing Services only provides software as a service, any formal engagement between a user and a Bank facilitated by the Platform is between them privately, and for which Super Listing Services holds no responsibility.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

No Indulgence: No indulgence, leniency or extension of time granted by Super Listing Services shall constitute a waiver of any of Super Listing Services' rights under these Terms and, accordingly, Super Listing Services shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgement issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of severability above.