

1: Application and Binding Effect of these Terms

By accessing or using this portal owned by Switchmyhomeloan or any of its associated brands, located at www.switchmyhomeloan.com, (the “Website”), you agree that these Terms and conditions (the “Terms”) govern your use thereof, and by formally accepting these Terms where indicated, you further agree that these Terms govern your use of related Services (“the Services”) that Switchmyhomeloan may offer or render to you.

These Terms are binding and enforceable against all persons that make use of the Website and/or Services, as updated or amended from time to time.

Each new or amended version of the Terms become binding on you each time you visit the Website and you accept the responsibility to reconsider these Terms each time.

These Terms may be applicable together with further specific terms applicable to a particular service or product that Switchmyhomeloan may supply to you. If there is a conflict between these Terms and the specific terms, the specific terms will apply.

Paragraph headings are used for convenience only and shall not affect the interpretation of any clauses.

2: Services Offered

Switchmyhomeloan may offer Services and/or products to you via the Website from time to time and reserves the right to modify, replace or discontinue any existing Service or product so offered without prior notice to you, except where expressly agreed to otherwise.

Switchmyhomeloan Pre-Qualification is an online verification service that provides a streamlined way for users to establish their credit profile through a Experian or any similar credit bureau report and affordability profile calculated according to the terms and conditions of the National Credit Act as they are able to connect through the Website to their online banking account. This enables users to provisionally assess their financial affordability to inform a property seller or estate agent if they can afford the property they intend to buy. The Services provided by Switchmyhomeloan is not intended to be financial, tax, or legal advice and should not be construed as such. Switchmyhomeloan is not a financial planner, broker, or tax adviser. Your personal financial situation is unique, and it is your responsibility, given your financial and other individual circumstances, to use any information and advice obtained through the Services appropriately and responsibly when implementing your decisions. Before making any financial decisions or implementing any financial strategy, you should obtain advice from your accountant or other financial advisor who are fully aware of your individual circumstances and never take up a home loan that will stretch your repayment capacity to its maximum. You will be provided with a maximum home loan indication and a lower indication. The Lower amount is in our opinion closer to the home loan and purchaser price that you must aim to raise from a bank. You can always increase your purchase power if you have a deposit available as well.

Always try to contribute a deposit as the latter will reduce the risk of lending and may enable one to negotiate better terms and conditions for a home loan.

Reliance on product descriptions, opinions, advice, or any other information gained from the Services provided by Switchmyhomeloan is done entirely at your own risk.

3: Personal Information made available to us for use of the Services

Switchmyhomeloan is committed to business practices in compliance with the Protection of Personal Information Act 4 of 2013 (“POPI”). By registering as a member of our portal, you agree that

we may process your personal information in terms of this clause as may be amended from time to time, or such further privacy policies that may be published on the Website, in compliance with POPI.

Personal information means personal information as defined in POPI, and includes, but is not limited to, your full name, surname, email address, identity number, contact details and financial history.

You authorise Switchmyhomeloan to retain a copy of your identity document, payslip and proof of address, the latter two documents not being older than three (3) months, for a period of three

(3) years from date of such documents being submitted to us by you or other authorised third parties.

We collect information about you as follows:

Information you provide to us through registration;

- Information you provide through any communications with us; From third party sources like credit bureaus.
- We will only hold and use your personal information which we reasonably need to perform our duties in pursuance of any agreement we may have with you, consider or respond to interaction by you or fulfil our regulatory or other business obligations.
- We will protect and manage personal information that we hold of you by using appropriate electronic and computer safeguards such as firewalls, access controls, data encryptions, and other security measures.
- We will keep your personal information confidential and only share it with third parties for the purposes explained in this clause, insofar as you have consented thereto, or insofar as we may become legally obliged or entitled to do so. We have trusted relationships with carefully selected third parties who perform Services on our behalf, situated within South Africa, to process and aggregate account information, including our partners. All service providers are bound by contract to maintain the security of your personal information and to use it only as permitted by us.
- By accepting these Terms you consent to us sharing personal information about you with credit bureaus and that the credit bureaus may provide us with a credit report containing your financial history. The credit reports will be used solely for the following purposes:-
- Providing you with assistance with regards to managing your credit; Challenging the accuracy of information contained on your report; Investigating and comparing your information held by the credit bureaus.
- You further consent to your personal information (including account information and security credentials) being securely transferred to [4me.tech](#), in order for them to assist us in rendering the Services to you. You consent to our partners [Data Aggregation \(altitudedigital.co.za\)](#) to release your credit profile to Switchmyhomeloan and that any information released by [Data Aggregation \(altitudedigital.co.za\)](#) shall be hosted by Switchmyhomeloan for 45 days in order to achieve the purpose of the request.
- Security precautions on the online banking transactions:
- Switchmyhomeloan uses the latest in bank aggregation and connection technology to ensure that all applicants receive the best seamless digital experience. Some of our practices like online banking transaction downloads might seem foreign for most in South Africa but are currently used by millions of people and thousands of banks around the world. Switchmyhomeloan uses direct online transaction download technology to do the necessary affordability screening prior to submitting your application to a Bank or Originator.
- This allows for a more efficient form of affordability calculation processing saving

both the Applicant and Bank or Originator a lot of time and resources. Thus, we can give you feedback from the banks quicker than other providers in South Africa. Our direct banking connection with the banks in South Africa only allows for “read-only” functionality. No monies can be transferred or moved.

- Your Credentials for logging into your online banking account are never stored with us. Our partners are www.yodlee.com a leading international banking provider that ensures world-class protection of your transaction data.
- In the event of passing on your transaction data to third parties such as banks and other financial institutions, Switchmyhomeloan will always obtain your prior consent.

By agreeing to these Terms, we may contact you with regards to Services or products offered by us or other companies in our group or approved by us, in which we believe you may be interested; or to carry out market research about our Services or products or those of third parties. We may also pass information to third parties approved by us so that they may contact you about Services or products in which they believe you may be interested, from time to time. You may opt-out from receiving any such marketing communications at any time by phoning us or by unsubscribing.

You further consent that we use your personal information in order to communicate with you, including the receipt of account-related notifications and alerts.

You have a right to access certain personal records we hold of you. Requests can be made in writing to info@perkaloo.com

Fees to obtain a copy of your personal information record are prescribed in terms of POPI, which we will quote to you before we supply you with any such personal information.

We want to make sure that your information is accurate and up to date. You may ask us to correct or remove any information

that you think is inaccurate and you can do so by sending us an e-mail to info@perkaloo.com

For any questions or concerns about this clause and your personal information, please contact us on info@perkaloo.com

4: Power Of Attorney

By using the portal, I hereby appoint Perkaloo/Decision Point Pty Ltd and its associated brands (“my Representative”) to be my lawful representative and agent in my name, place and stead, to obtain my credit report and information from, Vericred and or any other credit bureaus registered as such in South Africa , to be used solely for the following purposes:

1. I consent to the credit bureaus releasing a copy of my credit report in PDF or XML format to my Representative.
2. I am aware that I have the right to challenge the accuracy of any information contained on my personal credit report directly with a credit bureau.
3. I confirm that the information furnished herein to my Representative is true and correct.

5: License Granted

Permission is granted to temporarily download and print the content of the Website provided that such use is for private, personal and/or non-commercial purposes only. This is the grant of a license, not a transfer of title, and you may not (whether alone or in conjunction with any third party):

- alter, reverse-engineer, modify, circumvent, disable, amend, tamper with or change any part of the Website, including its security features;
- infect the Website with any software, malware or code that may damage, delay or impede the operation of the Website or which may intercept, alter or interfere with any data generated by or received through the Website; and
- allow any third party to use your username and password in any manner other than as permitted by these Terms.

This license shall automatically terminate if you violate any of these restrictions and may be terminated at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format. Content from the Website may not be used or exploited for any commercial or non-private purposes without the prior written consent of Switchmyhomeloan.

All licenses and/or permissions granted in Terms of this clause are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Switchmyhomeloan at any time without prior notice or reason.

6: Registration and Login Details

Your right to access and use the service is personal to you and is not transferable by you to any other person or entity.

Switchmyhomeloan will require you to submit your full name, surname, email address, identity number and contact details upon registration for the Services offered. By submitting your personal information and other content to Switchmyhomeloan through the service, you are licensing that content to Switchmyhomeloan for the purpose of providing the Services. It is your responsibility to keep your personal details up to date so that the Services provided by Switchmyhomeloan are not affected.

You accept complete responsibility for the safekeeping of your personal information insofar as security is concerned (excluding breaches of security that may originate from within Switchmyhomeloan). You must notify Switchmyhomeloan immediately if there has been any breach of or if you suspect any breach of security or confidentiality. By entering your personal information on the Website, Switchmyhomeloan is entitled to assume that the person using the Website is you.

Switchmyhomeloan may at any time request that you provide, in a form satisfactory to Switchmyhomeloan, documentary evidence establishing and/or confirming your identity as the registered user of the Website (if applicable).

You must familiarise yourself with and follow the security procedures communicated by Switchmyhomeloan from time to time as well as such other procedures that may apply to the Website. You agree that any failure on your part to follow the recommended security procedures may result in a breach of the confidentiality of your personal information and may lead to unauthorised access to your account and information.

In the event that you are a business, you must ensure that only authorised employees have access to and are allowed to use the Website with your secure login details. You and/or your business are however then responsible for any action of those individual(s) (whether authorised or not) when they interact with our Website.

7: Accessing the Services

Use of the Services may be made available through a variety of compatible devices connected to the Internet, including but not limited to mobile phones and tablet computers. You agree that you are solely responsible for obtaining these devices and for connecting them to the Internet, including any applicable bandwidth or other telecommunications charges. You will be solely responsible for maintaining these devices and any software required to operate them.

8: Notifications and Alerts

Switchmyhomeloan may from time to time provide automatic and voluntary account-related notifications and alerts. Voluntary account notifications and alerts may be turned on by default as part of the service. They may be deactivated or reactivated by you. Switchmyhomeloan may add new notifications and alerts from time to time. Notifications and alerts may contain information, such as an updated credit score. Anyone with access to your email or mobile phone may be able to view the content of these notifications and alerts.

9: Posting of Content

Switchmyhomeloan allows its members to send messages to other users as well as share content with third party service providers, including social media platforms like Facebook, Twitter, LinkedIn and others. Any content you post, such as pictures, information, opinions, or any information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. In addition, you agree to follow the following rules when posting content via the Website:-

You agree that:

- You are responsible for all information, text and other content (individually and collectively referred to in this section as “content”) that you submit to Perkaloo.
- You may not post or transmit any message which is defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or programme that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that constitutes hate speech or that encourages conduct that would be considered a criminal offence, incitement to violence, to give rise to civil liability or violate any law; or that is otherwise inappropriate.
- You may not post or transmit any message, data, image or programme that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks.
- You may not interfere with other users’ use of the Services, including, without limitation, disrupting the normal flow of dialogue in any area of the service, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the service infrastructure or that negatively affects the availability of the service to others.
- Except where expressly permitted, you may not advertise your own products or Services, post or transmit chain letters, charity requests, petitions for signatures; employment or other business, investment or savings opportunities.

- You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or Services except in any areas of the service that are expressly designated for such purpose.
- You may not copy or use personal – or business details of other users without their permission. Unsolicited emails, mailings, telephone calls, or other communications to other users whose contact details you obtain through the service are prohibited.

10: Web Links and Third-Party Sites

Switchmyhomeloan provides certain hyperlinks to third party websites only as a convenience, and the inclusion of any hyperlinks or any advertisement of any third party on the Switchmyhomeloan Website, does not imply endorsement by Switchmyhomeloan of those websites, their products, business or security practices or any association with its operators, except where stated otherwise. You access those websites and use their products and Services solely at your own risk.

Switchmyhomeloan accepts no responsibility or liability for the privacy of your personal

11: Dashboard Updates

Switchmyhomeloan Dashboard, accessible on the Switchmyhomeloan Website, is dependent on receiving data updates from you and from third parties regarding your account information. Switchmyhomeloan cannot and does not guarantee that they will receive real-time or live data updates from third parties. Balances reflected in your Switchmyhomeloan Dashboard may not be current and therefore you cannot hold Switchmyhomeloan liable for any transactions which you have entered into based on the information supplied by you on Switchmyhomeloan. Switchmyhomeloan does not and cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalisation settings.

12: Sending and Receiving Electronic Messages

You hereby acknowledge that Switchmyhomeloan will primarily use e-mail and electronic notices on the Website as its main communication tool for all communications relating to the Website or these Terms. Such communications may include the use of SMS (short message Services), registered mail or telephonic advice.

You and Switchmyhomeloan hereby agree that the provisions of Part 2 of Chapter III of the Electronic Communications & Transactions Act 25 of 2002 are hereby excluded and that the following terms will apply when you (or anyone acting on your behalf) and Switchmyhomeloan send each other electronic messages via any electronic means, including via the Website and its application forms and email (“communication system”):

1. Where you make an offer to Switchmyhomeloan , an agreement is formed at the time Switchmyhomeloan sends you its written acceptance of your offer. An automated or manual acknowledgement of receipt of your electronic message shall not be deemed to constitute acceptance.
2. All electronic messages will be deemed to have been sent from and received at your specified e-mail address and Switchmyhomeloan’ address as specified on the Website.
3. An electronic message is deemed to have been sent: (3.1) by you, at the time at which Switchmyhomeloan is capable of accessing such message; (3.2) by Switchmyhomeloan , at the time shown on the electronic message as having been sent or if not so shown, at the time shown on our computer system as having been sent.

4. An electronic message is deemed to be received: (4.1) by you, once it becomes capable of being retrieved by you; (4.2) by Switchmyhomeloan , once Switchmyhomeloan confirmed receipt thereof or responded thereto, whichever is the
5. earlier.

An electronic message shall be attributed: (5.1) to you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the electronic message sent to Switchmyhomeloan resulted from an error or malfunction in the communication system, except if you can timeously satisfy Switchmyhomeloan otherwise before Switchmyhomeloan acted upon the message; (5.2) to Switchmyhomeloan , if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by Switchmyhomeloan and such system operated without error or malfunction.

Unless otherwise provided for in these Terms, confirmation of receipt of your electronic message is required to give legal effect to such electronic message.

13: Intellectual Property Rights

You acknowledge and agree that all right, title and interest in, and to, any intellectual property of Switchmyhomeloan including, but not limited to, any copyright, trademark, design, logo, process, practice, methodology which forms part of, or is displayed or used on the Website or the services including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software, is proprietary to Switchmyhomeloan and will remain vested in Switchmyhomeloan under all circumstances. This includes intellectual property displayed on the Website that is owned by Switchmyhomeloan but excludes the intellectual property that are proprietary to the respective retailers and/or third parties advertising on the Website.

You agree that you will not at any time or under any circumstances acquire any rights of any nature in and to the intellectual property of Switchmyhomeloan .

14: Indemnity

You hereby agree that subject to applicable law, Switchmyhomeloan will not

1. any interruption, malfunction, downtime, off-line situation or other failure of the Website, online Services, the Switchmyhomeloan system, databases or any of its components, beyond the reasonable control of Switchmyhomeloan ;
2. any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of the Switchmyhomeloan system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive codes on the Switchmyhomeloan system or third party systems or programming defects; and
3. any interruption, malfunction, downtime or other failure of goods or Services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which Switchmyhomeloan has no direct control.

Neither you nor Switchmyhomeloan, nor the IT personnel of Switchmyhomeloan , will be held liable for any failure to perform any obligation to the other due to causes beyond their respective reasonable control, including lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom you, Switchmyhomeloan , and the IT

personnel of Switchmyhomeloan is not responsible (including telecommunications and internet service providers) or acts of government or other competent authorities. You indemnify and hold Switchmyhomeloan harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Website or Services, or the use of information and/or images available on the Website, whether due to the negligence of Switchmyhomeloan or not. You are responsible for all internet data usage charges required to use the Website or any Services. You are responsible to check with your internet service provider for information on internet data usage charges. You agree that, subject to applicable law, your sole and exclusive remedy for any dispute of any nature with Switchmyhomeloan in relation to your use of the Website, is to stop using the Website.

15: Severability

Any provision of these Terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these Terms, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction.

16: Warranties

You warrant to and in favour of Switchmyhomeloan that: (a) you are 18 years or older; or (b) you have the legal capacity to agree to and be bound by these Terms; and (c) the Terms constitute a contract valid and binding on you and enforceable against you.

Each of the warranties given by you will:

1. be a separate warranty and will in no way be limited or restricted by inference from the Terms of any other warranty or by any other words in the Terms;
2. continue and remain in force irrespective of whether your Account is active, suspended or cancelled.
3. be deemed to be material.

Switchmyhomeloan gives no guarantee of any kind concerning the content on our website and whether the content is complete, accurate, up to date, or fit for a particular purpose. Use of the content of the Website is therefore at your own risk. Switchmyhomeloan will however take reasonable steps to ensure the quality and accuracy of content available from the Website.

Switchmyhomeloan makes no warranties or representations of any kind, express or implied, as to:

- The error free or without interruption operation of the online service or that any errors or interruptions will be corrected.
- The accessibility of the internet or the availability of telecommunication Services from your provider.
- Access to the Services at any time or from any location.
- Any loss, damage, or other security intrusion of the telecommunication Services or mobile device.

The delivery of notifications and alerts may be largely dependent on the effective functioning of telecommunication networks, network coverage and the effective functioning of your communications devices. Switchmyhomeloan does not and cannot guarantee the delivery of notifications and alerts.

Switchmyhomeloan will take reasonable steps to exclude viruses from the Website but cannot guarantee or warrant that any material available for downloading from the Switchmyhomeloan Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and no liability is accordingly accepted for viruses. You are responsible for, and we recommend that you take your own precautions and implement sufficient procedures and virus checks (including running anti-virus software and other security checks) to satisfy your requirements. Switchmyhomeloan reserves the right to hold a consumer liable for any losses suffered by Switchmyhomeloan due to any form of so-called cybercrime committed by you on the Website.

Security measures have been implemented to ensure the safety and integrity of the Website. However, despite this, information that is transmitted over the Internet may be susceptible to unlawful access and monitoring.

Switchmyhomeloan is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor for any delay in its receipt.

17: Information in terms of Section 43 of the Electronic Communications and Transactions Act 25 of 2002

Any provision of these Terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these Terms, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction.

- (a) Site owner: Switchmyhomeloan (Pty) Ltd, Registration Number : **2018 / 055744 / 07**, trading as Switchmyhomeloan
- (b) Legal status: Switchmyhomeloan is a private company, duly incorporated in accordance with the laws of South Africa.
- (c) Description of main business: Switchmyhomeloan is a technology start-up backed with years of experience in the financial industry to assist consumers make informed and educated decisions when buying a home, insurance or car and applying for finance, aimed to eliminate reckless lending from both the supplier and the consumer.
- (d) Telephone number: 087 980 7375 or 082 889 9 672 E-mail address: info@perkaloo.com
- (h) Website address: [www.flisp.co.za/www.perkaloo.com/Data Aggregation \(altitudedigital.co.za\)](http://www.flisp.co.za/www.perkaloo.com/Data Aggregation (altitudedigital.co.za))
- (i) Physical Address:

2nd Floor,
Block C,
The Boulevard Office Park,
Searle Street,
Woodstock, Cape Town

(j) Postal Address:

**2nd Floor,
Block C,
The Boulevard Office Park,
Searle Street,
Woodstock, Cape Town**

(k) Registered Address:

**2nd Floor,
Block C,
The Boulevard Office Park,
Searle Street,
Woodstock, Cape Town**

18. Jurisdiction

This Website is intended to be accessed only by persons located in South Africa and Switchmyhomeloan makes no representation that any information, materials or functions included in this Website are appropriate for use in any other jurisdiction. If you are unsure whether the products and Services referred to on this Website are available to you, please email us [info@perkaloo .com](mailto:info@perkaloo.com)

19: Amendments

Switchmyhomeloan may modify these Terms from time to time. Notification of any changes will be posted on the Website. The Terms will always indicate the date it was last revised. You will be deemed to have accepted and agreed to be bound by any changes to the Terms when you use the Website or the service after the changes were posted.

20: Termination

These Terms constitute an agreement between you and Switchmyhomeloan and each new or amended version of the Terms become binding on you each time you visit the Website. If you wish to terminate this agreement with Switchmyhomeloan, you may do so by deregistering your account for the service and discontinue use of the Website. Switchmyhomeloan may at any time, terminate this agreement and deactivate your account. Notification of termination will be sent to the email address provided by you.

21: Governing Laws

These Terms and any matter arising from these Terms, shall be governed by and interpreted in accordance with the substantive laws of South Africa.

For the purpose of all or any proceedings arising from your use of the Website, you consent to the jurisdiction of the Pretoria Magistrates' Court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Court Act, 1944, provided, nevertheless, that Perkaloo shall have the right at its sole option and discretion to institute proceedings in any other competent court.

22: Waiver

Failure or neglect by Switchmyhomeloan to enforce any of these Terms, will not be construed as a waiver of its rights, nor will such failure or neglect in any way affect the validity of the whole or any part of these Terms, nor prejudice the rights of Switchmyhomeloan to take subsequent action.

23: Notices

For all purposes of these Terms, any notice required to be in writing shall include email.

24: Whole Agreement

These Terms constitute the whole agreement between you and Switchmyhomeloan relating to your use of the.

25: No Third Party Stipulation

These Terms create a legally binding agreement between you and Switchmyhomeloan . Accordingly, unless expressly stated to be the case, the Terms do not create rights in favour of any third party.

26: Enquiries

Any questions or concerns arising from these Terms or the Website should be addressed to info@perkaloo.com