

KONGA LOANS SOUTH AFRICA PROPRIETARY LIMITED

A. TERMS AND CONDITIONS AND DISCLAIMER

1. INTRODUCTION

- 1.1. This is the website of Konga Loans South Africa Proprietary Limited, (Registration Number: 2018/247710/07) ("**Konga Loans**"), a private company registered in the Republic of South Africa, located at the domain name www.Konga24.co.za (the "**Website**").
- 1.2. Konga Loans provides the information contained in or on this Website and the pages, data, content and information comprising the Website, and advertisements and offers or services advertised on this Website from time to time to the visitors and/or users of the Website (the "**User**"), are subject to the terms and conditions set out herein and as amended from time to time (the "**Terms**").
- 1.3. Kindly read and consider the Terms, together with the Privacy Policy contained below, as both the Terms and the Privacy Policy will govern the relationship with the User, in relation to the User's use of the Website, and will constitute an on-going binding agreement between Konga Loans and the User.

2. KONGA LOANS'S CONTACT DETAILS

- 2.1. Konga Loans is a registered credit provider in terms of the National Credit Act No. 34 of 2005, as amended (NCR number: **NCRCP10807**).
- 2.2. Konga Loans Contact details are:
 - 2.2.1. Tel: 011 897 1931
 - 2.2.2. Email: support@Konga24.co.za
 - 2.2.3. Physical Address: 30 Lucas Lane, Bedfordview 2007. Johannesburg

3. ACCEPTANCE OF TERMS

- 3.1. By accessing the Website, the User is deemed to have read, considered, understood and agreed to the Terms and Privacy Policy.
- 3.2. Konga Loans may at any time modify, amend, replace or substitute any of the provisions or conditions of the Terms and such modification or substitution will replace any previous terms. The amended terms will become effective once it has been made available on the Website.
- 3.3. Every time the User accesses the Website, the User agrees to be bound by the Terms.
- 3.4. If the User does not wish to be bound by these Terms, as amended from time to time, the User must refrain from accessing, displaying, utilising, downloading or otherwise copy or distribute any content obtained from the Website. Kindly note that the Terms refer to the use by the User of the Website and are not related to any commercial agreement concluded between the User and Konga Loans or any other third party pursuant to the use of the Website.

4. CONTENT OF THE WEBSITE

- 4.1. While Konga Loans makes every effort to update the content and information provided on the Website. Konga Loans makes no representations and/or warranties, whether express, implied in law, residual or otherwise, as to the accuracy, completeness or reliability of any information, pages, data and/or content on the Website.
- 4.2. The content and information related to the products and services which are featured on this Website are based on the laws of South Africa unless otherwise expressly stated. The User's use of the Website and any dispute arising out of the Website is subject to the applicable laws of South Africa. Any dispute arising out of the access, use, publication or otherwise of this Website is subject to the exclusive jurisdiction of the courts or arbitration and dispute resolution bodies of South Africa.

5. USE OF THE WEBSITE AND INDEMNIFICATION

- 5.1. By accessing or using the Website or any products or services provided in terms thereof, the User warrants and represents to Konga Loans that it is legally entitled to do so.
- 5.2. If the User subscribes for any of Konga Loans's products or services, the User warrants and represents that the User is legally authorised to subscribe for such products and/or services and hereby indemnifies Konga Loans against any damage or loss due to the unauthorised use or access of the Website or any of the products or services provided thereon.
- 5.3. The User further warrants that the User will not use the Website, the products and/or the services and/or any information of whatsoever nature made available and/or sent to the User by Konga Loans pursuant to the User's use or access of the Website for any purpose that is unlawful and/or prohibited under South African and/or international law or is contravention of the Terms.
- 5.4. The User hereby indemnifies Konga Loans against any loss, liability, damage, claim, action or expense of whatsoever nature which Konga Loans or any third party may suffer which is caused by or attributable to, whether directly or indirectly, a breach by the User of any of the provisions in these Terms.
- 5.5. This Website is available to the User for the User's non-commercial use and User may print pages for the User's personal use but no part of the Website may be copied, reproduced or transmitted for any other purpose in any way whatsoever.
- 5.6. Konga Loans may modify, withdraw or deny access to this Website at any time without any recourse of the User.
- 5.7. The Website is intended to provide general information regarding Konga Loans, Konga Loans's products and services, and other information which may be of interest to the User. It is not intended to provide the exhaustive treatment of any subject.
- 5.8. The information on this Website including all information, ideas, pages, research, opinions or other content are of a general nature is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action based on, or in relation to, which might affect the User's personal finances or business the User should take appropriate steps to obtain advice from a suitably qualified person.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

- 6.1. Copyright, proprietary rights and all intellectual property rights and all materials, texts, information, illustrations and data made available on the Website (the "**Intellectual Property**") are owned by Konga Loans, alternatively, Konga Loans is the lawful user thereof, and is protected by both South African and international intellectual property laws. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such Intellectual Property or any component thereof will be an infringement of such rights and the User shall indemnify Konga Loans and any third party against any loss, liability, damage, claim, action or expense of whatsoever nature which Konga Loans or any third party may suffer which is caused by or attributable to the User's unauthorised use of the Intellectual Property.
- 6.2. Subject to clause 6.1, the User may use the Intellectual Property or any component thereof for the User's own internal non-commercial purposes and for purposes of considering and making use of the services and/or products offered by Konga Loans.
- 6.3. The trademarks, names, logos, designs and service marks (the "**Trademarks**") displayed on this Website whether registered or unregistered, are the property of Konga Loans. Nothing contained on this Website should be construed as granting any licence or right to use any Trademark without the prior written permission of Konga Loans.

7. THIRD PARTY LINKS

- 7.1. From time to time, the Website may also include links to other websites ("**Links**"), including, but not limited to advertisements, but they are beyond the control or responsibility of Konga Loans. These links are provided in order to enhance the interest of other featured content and are not intended to signify that Konga Loans endorses, supports, advocates or otherwise has any responsibility for the content of the Links or the use or access thereof by the User. Use or reliance on any Links provided is at the User's own risk and Konga Loans makes no representation in relation thereto whatsoever. When visiting Links, the User must refer to the external terms and conditions of use of such Links.
- 7.2. No endorsement or approval of any third party or their advice, opinions, information, products or services is expressed or implied by any information, material, date or pages on the Website.

8. PERMISSION TO LINK TO THE WEBSITE

No person, business, entity or website may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("**Linking**"), to the Website or any subsidiary pages before receiving Konga Loan's prior written approval, in their sole discretion, which may be withheld or granted subject to the conditions Loans specifies from time to time.

9. FRAMING

No person, business, entity or website may frame the Website or any of the pages on the Website in any way whatsoever.

10. CRAWLERS AND SPIDERS

No person, business, entity or website may use any technology or device to search and/or gain information from the Website without the prior written consent of Konga Loans.

11. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- 11.1. Save as set out in the Terms, Konga Loans makes no warranties, representations, statements or guarantees, whether express, implied in law or residual regarding the:
- 11.1.1. Website;
 - 11.1.2. service/s and/or products; and
 - 11.1.3. Links and service/s and/or products made available via the Website.
- 11.2. The Website and the service/s and/or products are provided "as is". Konga Loans does not make any warranty or representation that information and service/s and/or products advertised on the Website are appropriate or suitable for use in any jurisdiction or for any business or personal use.
- 11.3. Konga Loans, its subsidiaries, its affiliates, any of its respective agents, employees, information providers or content providers (the "**Konga Loans Affiliates**") specifically do not make any warranties or representations regarding the accuracy or completeness of any information or services and/or products advertised.
- 11.4. To the fullest extent possible by law, the Konga Loans Affiliates expressly disclaim all, express or implied warranties, including, without limitation:
- 11.4.1. warranties and non-infringement;
 - 11.4.2. compatibility;
 - 11.4.3. security; and
 - 11.4.4. accuracy,
- in respect of this Website.
- 11.5. Konga Loans Affiliates do not warrant that the Website or any software available for download via the Website is free of viruses or destructive codes.
- 11.6. The Konga Loans Affiliates shall not be responsible for, and they hereby disclaim all liability for:
- 11.6.1. any loss, liability, damage (whether direct, indirect, specific, incidental or consequential);
 - 11.6.2. any expense or cost of any nature whatsoever which may be suffered by the User or any third party, as a result of or which may be attributable, directly or indirectly, to the User's access and/or use of the Website;
 - 11.6.3. any information or material contained on or received via the Website;
 - 11.6.4. the User's use of the service/s and/or products; and/or
 - 11.6.5. the User's reliance on any information or Links offered via the Website and service/s and/or products,

whether arising negligently or not.

- 11.7. Without limiting the generality of the foregoing, the Konga Loans Affiliates shall not be liable for any:
- 11.7.1. loss of business;
 - 11.7.2. loss of data;
 - 11.7.3. loss of profits;
 - 11.7.4. failure and/or unavailability of the Website for any reason whatsoever; and/or
 - 11.7.5. failure and/or delay by any third party service provider to render any service/s which are necessary to ensure the availability of the Website.
- 11.8. This Website is made available for public viewing on the basis that Konga Loans Affiliates excludes, to the extent lawfully permitted all liability whatsoever for any loss, claim, action or damage howsoever arising out of the use of this Website or reliance upon the content of this Website.
- 11.9. Information transmitted via the internet is susceptible to monitoring and interception. The User will bear all risks of transmitting information in this manner. Konga Loans Affiliates will not be liable for any loss, harm or damage suffered by the User as a result of transmitting information to us.
- 11.10. The User specifically acknowledges and agrees that the Konga Loans Affiliates are not liable for any conduct of any User in any way whatsoever in respect of the access, use or sharing of the resources or otherwise provided on the Website.
- 11.11. Any unsolicited confidential or proprietary information (the “**Information**”) sent to Konga Loans via the internet cannot be guaranteed to remain confidential. If the User needs to send the Information to Konga Loans and the User is concerned about the security of the Information, please contact Konga Loans and a representative of Konga Loans will advise the User of the most appropriate method of transmission.
- 11.12. Nothing on this Website is intended to be, nor should it be construed as, an offer to enter into a contractual relationship with the User or anyone else, except for the Terms which govern the relationship between Konga Loans in relation to the User’s access or use of the Website. The advertising of Konga Loans services and/or products via the Website merely constitute an invitation by Konga Loans for the User to make an application for credit. Konga Loans reserve the right to reject and/or refuse any application for any reason whatsoever on notice to the User.
- 11.13. Should Konga Loans accept the User’s application for credit, the agreement is governed by the Terms and conditions of the application and loan agreement itself and not by these Terms which specifically relate to the access and use of the Website.

12. COMPLIANCE WITH LEGISLATION

Konga Loans will not tolerate anyone accessing or using the Website (including the loan application process) in contravention of any law, whether in common law or statute and reserves the right to take action against anyone doing so, including laying a criminal charge, where applicable.

13. **PRIVACY POLICY**

Konga Loans respects the User's privacy and the User's right to keep personal information private and confidential. In light of the aforementioned, kindly refer to Konga Loans's Privacy Policy which governs the way in which Konga Loans collects and uses personal information provided by the User to Konga Loans, as part of the application process. The User hereby gives Konga Loans permission to collect and use the User's personal information when the User uses the Website and applies for credit.

B. PRIVACY POLICY

14. **INTRODUCTION**

The Privacy Policy applies to all current and former customers as well as to Users, to the extent applicable, (collectively referred to as the "**Customers**") and any of the provisions and/or conditions of the Privacy Policy may at any time be modified, amended, replaced or substituted. Kindly also refer to the terms and conditions of the Loan Agreement (sent via email during the application), which provide further details of how Konga Loans collects, processes and uses the Customer's personal information and should be read together with this Privacy Policy.

15. **THE CUSTOMER'S CONSENT**

- 15.1. By submitting details and/or using Konga Loans's service the Customer accepts the Privacy Policy and expressly provides voluntary, specific and informed consent to the use and disclosure of the Customer's personal information in the manner described below. The Customer has the right to object to Konga Loans use of the Customer's personal information. Depending on the information the Customer objects to, Konga Loans may not be able to proceed with the Customer's loan application/s as certain information is required for the conclusion or performance of the credit application and/or loan agreement and Konga Loans is obliged by law to obtain same.
- 15.2. The Customer agrees and warrants that the Customer has read, considered and understood the terms contained in this Privacy Policy and that this Privacy Policy will constitute an on-going binding agreement between Konga Loans and the Customer.

16. **SECURITY AND CONFIDENTIALITY**

- 16.1. Konga Loans understands the value of the Customer's personal information and therefore will take all reasonable steps to protect the Customer's personal information from loss, misuse or unauthorised alteration. The Customer's personal information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.
- 16.2. Konga Loans recognises the need for appropriate protection and management of the personal information the Customer shares with Konga Loans. Konga Loans protects that information using secure socket layer (SSL) encryption technology and by limiting employee access on a need-to-know basis. Konga Loans stores data in encrypted form on computers and control access via secure web pages. Konga Loans employs firewalls and other security technologies to protect our servers from external attack.
- 16.3. Konga Loans security systems meet or exceed industry standards and Konga Loans constantly monitors internet developments to ensure the systems evolve as required. Konga Loans also test the systems regularly to make sure the security mechanisms are up to date.

- 16.4. Finally, Konga Loans are subject to South African data protection laws, including the Constitution of the Republic of South Africa of 1996, the Protection of Personal Information Act No. 4 of 2013, the Electronic Communications and Transactions Act, 2002 (“**ECT Act**”), the Regulation of Interception of Communication Act No. 25 of 2002, the National Credit Act No. 35 of 2005 read with the National Credit Amendment Act No. 19 of 2014 (“**NCA**”) and the Consumer Protection Act No. 68 of 2008 (“**CPA**”) which Konga Loans comply with fully and give the greatest respect.

17. PERSONAL INFORMATION

Personal information is information that identifies or relates specifically to the Customer including the Customer’s financial information, for example, name, age and identity number, the Customer’s assets and liabilities, income and payment records. In short, any information that Konga Loans knows about the Customer will be regarded as the Customer’s personal information.

18. COLLECTING THE CUSTOMER’S DATA

Konga Loans collect information about the Customer in two ways - directly from the Customer’s online application and also from outside sources such as credit bureaus and customer service providers. Konga Loans may use data that identifies the Customer’s personal information for a number of things including: statistical analysis; to develop and improve Konga Loans’s products; to assess lending risks; to update the Customer’s records; to identify which of Konga Loans’s products, or our partners’ products might interest the Customer; to identify and prevent fraud, money laundering and other criminal activities; to carry out regulatory checks, keeping the Customer informed about the Customer’s loan, and for market research; and in the products and services which Konga Loans offers on behalf of third parties.

19. COLLECTION AND USE OF PERSONAL INFORMATION

In order to make the Customer’s use of this loan product and electronic service offered by Konga Loans as successful as possible, it is necessary for Konga Loans to find out exactly what the Customer needs and wants from Loans and to ascertain whether in terms of the provisions of the NCA the Customer is eligible to get a loan. The following are some of the reasons why Konga Loans would collect the customer’s personal information:

- 19.1. To identify the Customer;
- 19.1.1 In order for Konga Loans to process the Customer’s instructions or requests;
- 19.1.2 Once Konga Loans has collected and analysed the Customer’s personal information,
- 19.1.3 Konga Loans may send the Customer promotional material or details which Konga Loans thinks may be of interest to the Customer but will only do so with the Customer’s permission. If any of this promotional information relates to products, promotions, news or services of a third party, and if the Customer indicates that the Customer would like more details, Konga Loans may inform the third party to contact the Customer directly. Konga Loans will however, only inform a third party to contact the Customer rectify if the Customer has indicated that this is agreeable to the Customer.
- 19.2. In addition, Konga Loans utilises the Customer’s personal information for the other purposes set out in this Privacy Policy.

20. ADDITIONAL DATA COLLECTION

- 20.1. In addition to the personal information the Customer submits, Konga Loans may collect information about the Customer's computer including, where available, the Customer's IP address, operating system and browser type, for purposes of administration and to report aggregate information to Konga Loans's advertising partners which allow Konga Loans to have a better understanding of the Customer's requirements and/or preferences by using cookies to track Customers as they travel from website to website recording what commercial advertisements the Customer view and select while browsing.
- 20.2. This is statistical data about browsing actions and patterns and does not identify any individual. Konga Loans may also obtain information about the Customer's general internet usage by using a cookie file which is stored on the hard drive of the Customer's computer. Cookies enable Konga Loans to improve Konga Loans's service to the Customer, estimate Konga Loans's audience size and usage patterns, store information about the Customer's preferences and recognise the Customer when the Customer returns to the Website.
- 20.3. The Customer can set the Customer's web browser to refuse cookies, but if the Customer does this the Customer may not be able to enjoy full use of the Website and the Customer may not be able to take advantage of certain promotions Konga Loans may run from time to time. Please note that third parties who advertise on Konga Loans's Website may also use cookies, but Konga Loans do not have access to, or control over them and therefore does not take any responsibility in respect thereto whatsoever. All advertisers are bound by contract to maintain the confidentiality and security of the Customer's personal information and are restricted in their use thereof as per this Privacy Policy.
- 20.4. Konga Loans wants to provide the Customer with the best possible service, so calls to Konga Loans will be recorded and/or monitored for quality checks and staff training. Recordings may also be used to help Konga Loans combat fraud.
- 20.5. In order to offer and provide a customised and personal service through our products and the Website, we may use cookies to store and help track information about the Customer. A cookie is a small text file sent to your device that Konga Loans uses to store limited information about the Customer's use of the products on our Website or the Website. Konga Loans uses cookies to provide the Customer with certain functionality (such as to enable access to secure log-in areas and to save the Customer having to re-enter information into product or website forms) and to personalize Konga Loans's products or Website content. Without cookies, this functionality would be unavailable. By using Konga Loans's products and Websites the Customer agrees that Konga Loans can place these types of cookies on the Customer's device.

21. PERSONAL IDENTIFICATION NUMBER

When the Customer uses the Website and the services provided by Konga Loans, the Customer may be given an access number, user name, password and/or personal identification number ("PIN"). The Customer is responsible for maintaining the secrecy and confidentiality of the Customer's user name, access card, password and/or PIN.

22. SHARING THE CUSTOMER'S DATA FOR SERVICE PROVISION

- 22.1. Konga Loans shares the data the Customer submits with third parties involved in the process of providing the services which the Customer requests, such as lenders, credit bureaus, customer service providers and collection agencies. Konga Loans has trusted relationships with these carefully selected third parties who perform services on Konga Loans's behalf. All service providers are bound by contract to maintain the confidentiality and security of the Customer's personal information and are restricted in their use thereof as per this Privacy Policy. The service provider is required to notify Konga Loans immediately where there are grounds to believe that the Customer's personal information has been accessed or acquired by any unauthorised person.
- 22.2. By clicking the "**I Accept**" box, beneath the loan agreement and direct debit mandate the Customer hereby agrees that Konga Loans may disclose the Customer's personal information:
- 22.2.1. in the event that Konga Loans sells or buys any business or assets (in which case Konga Loans may disclose the Customer's personal information to the prospective seller or buyer of such a business or assets);
 - 22.2.2. if Konga Loans's business or substantially all of its assets are acquired by a third party (in which case personal information held about Customers will be one of the transferred assets); and
 - 22.2.3. if Konga Loans has a duty to disclose the Customer's personal information in order to comply with a legal request, or in order to enforce any of Konga Loans's terms and conditions.

23. RIGHT TO REQUEST ACCESS TO THE CUSTOMER'S PERSONAL INFORMATION

As aforementioned, Konga Loans is committed to the protection of the Customer's personal information and any information disclosed to third parties is only done so with Konga Loans's knowledge and express authorisation. The Customer is entitled to request access to the Customer's information at a prescribed fee and to request that inaccurate, irrelevant, excessive, out-dated, misleading or unlawfully obtained information be corrected, deleted or in the case of a dispute, indicate that a correction has been requested, but not made.

24. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 24.1. Konga Loans also voluntarily subscribes to the principles, outlined in Section 51 of the ECT Act, which govern the Customer's right to have the Customer's personal information kept private. Konga Loans briefly outlines these principles below:
- 24.1.1. Konga Loans will only collect, collate, process and store ("**Use**") the Customer's personal information with the Customer's permission as set out in this Privacy Policy, unless legally required to do so, and will only Use such information for the lawful purpose for which it is required as set out in this Privacy Policy.
 - 24.1.2. Konga Loans hereby disclose in writing, the specific purpose for which Konga Loans Use the Customer's personal information. Konga Loans will also keep a record of that personal information and the specific purpose for which Konga Loans have used it.

- 24.1.3. Konga Loans will not Use the Customer's personal information for any purpose, other than that which Konga Loans disclosed to the Customer herein, unless the Customer gives Konga Loans the Customer's express written permission to do so, or unless Konga Loans is permitted and/or required to do so by law.
- 24.2.1. Further to the requirements of the ECT Act; Konga Loans will disclose the Customer's personal information without the Customer's consent:
- 24.2.2. if Konga Loans is required to do so by law or a court order;
- 24.2.3. if disclosure is in the public interest;
- 24.2.4. if disclosure is in Konga Loans's interest;
- 24.2.5. with the Customer's implied consent.
- 24.3. In terms of the CPA and section 45 of the ECT Act, the Customer understands that the Customer has the option to opt out of any mailing list maintained by Konga Loans for commercial and marketing communications (see the next paragraph for more information on how to opt out).

25. CONTACT FROM KONGA LOANS AND THIRD PARTIES

- 25.1. As part of the application process, Konga Loans asks the Customer whether Konga Loans or any of Konga Loans's partners may contact the Customer about Konga Loans's products and services by telephone, post, email and SMS (or other reasonable methods). If the Customer ticked "yes" but no longer wish to receive such communications, kindly visit the "My Account" page, login and change Customer's communication preference at any time, or follow the instructions in the message itself.
- 25.2. The Customer may also register on the National "Opt Out" register of the Direct Marketing Association of South Africa by going to www.dmasa.org.
- 25.3. Konga Loans may transfer the Customer's personal information to selected third parties (see "Selling and disclosing the Customer's data to third parties" above). If at any time the Customer wishes to stop receiving such contact from a third party, the Customer will need to follow the instructions about unsubscribing provided at that time by the third party. Please note that Konga Loans only partners with trusted companies who will respect the Customer's right to unsubscribe from any such marketing communications, but Konga Loans will not be responsible for managing that process or any disputes.

26. THIRD PARTY LINKS

- 26.1. The Website may contain links to third party websites. If the Customer follows a link to any of these websites, please note that these websites have their own terms and privacy policies and that Konga Loans does not accept any responsibility or liability for them. By registering at Konga Loans the Customer may receive follow-up contact and offers from third party companies as the Customer has agreed to do by accepting this Privacy Policy and, while Konga Loans only works with selected partners, Konga Loans is not responsible for the services or representations of third parties.
- 26.2. Because Konga Loans is not responsible for any representations and/or information and/or warranties and/or content on any website of any third party (including websites linked to the Website or websites facilitated by Konga Loans), Konga Loans do

not exercise control over third parties' privacy policies and the Customer should refer to the privacy policy of any such third party to see how such party protects the Customer's privacy.

27. AGE

To register with Konga Loans the Customer must be 18 years of age or older. Minors are strictly forbidden from using the service and applying for credit from Konga Loans.

28. CHANGES TO THIS PRIVACY POLICY

Konga Loans reserves the right, in Konga Loans's sole discretion to update, modify or amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time with or without notice. The Customer therefore agrees to review the Privacy Policy whenever the Customer visits the Website for any such change. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

29. APPLICABLE LAWS

The Privacy Policy will be governed by and construed and interpreted in accordance with the laws of South Africa. To the extent that a court has jurisdiction over any dispute which may arise out of or in connection with this Privacy Policy, both Konga Loans and the Customer submits to the jurisdiction of the South African courts or dispute resolution and arbitration bodies.