



WEBSITE TERMS AND CONDITIONS

1 Introduction

- 1.1 Welcome to our website and thank you for visiting us! These Terms and Conditions, together with our Privacy Policy, govern our relationship with you in relation to this website. Please read both documents carefully.
- 1.2 These Terms and Conditions ("Terms"), together with our Privacy Policy, govern your use of all websites operated by BetterHome Group Limited (registration number 1992/000443/06) and any of its subsidiaries (collectively "BetterHome", "us" or "we"), including but not limited to: www.betterhome.co.za; www.betterbond.co.za; www.mortgagemax.co.za; www.bettersure.co.za; www.betterid.co.za; and www.betterrewards.co.za. By accessing or using any of these websites, you (collectively "you" or "the user") agree to be bound by these Terms. If you do not accept these Terms, please discontinue use immediately. Continued use following any update to these Terms constitutes acceptance of the updated version. We may update these Terms at any time by publishing the revised version on our websites.
- 1.3 These websites are intended for users accessing them from within the Republic of South Africa.

2 Use of the website

- 2.1 This website is made available for your personal, non-commercial use. You are responsible for ensuring your hardware, software and internet connection is compatible with and adequately protected for use of this website. By using this website, you acknowledge and warrant that:
 - 2.1.1 any instruction submitted through this website is valid, and you authorise BetterHome to act on them; and
 - 2.1.2 you have full legal capacity to enter into and be bound by these Terms (or, if a minor, that you have your guardian's consent and assistance).
- 2.2 BetterHome may modify, withdraw or restrict access to this website at any time and is entitled to remove or amend material you submit to the website. BetterHome does not guarantee uninterrupted, error-free access or the security of the website.
- 2.3 You may print or download content from this website for personal, non-commercial use only, provided that you do not modify the materials, our copyright and trademark notices are retained, and you remove any cached content upon our request. Redistribution or republication of any material without our prior written consent is prohibited.
- 2.4 BetterHome reserves the right to lay criminal charges, suspend your access and/or claim damages for any breach of these Terms or applicable law.

3 Content

- 3.1 The information on this website is provided for general information purposes only and does not constitute personalised financial, legal, tax or professional advice. You should not make decisions based on information on this website without considering your personal circumstances or obtaining appropriate professional advice.
- 3.2 We do not warrant that the information on this website is accurate, complete or current. You should verify all information independently before relying on it. We reserve the right to alter or remove content at any time without notice.
- 3.3 This website may contain links to third-party websites. BetterHome does not control, endorse or accept liability for the content, security or consequences of accessing any linked website.
- 3.4 Email communications from BetterHome may be confidential. If you receive an email not intended for you, please notify us immediately and destroy the message. BetterHome accepts no liability for information that is corrupted or does not reach its intended recipient.

4 No offer

Nothing on this website constitutes an offer to enter into a contractual relationship, other than these Terms themselves. BetterHome acts as a facilitator and/or broker in relation to financial products and services. All such services are subject to the completion of the required application forms, applicable product-provider approval processes, and the Services Terms and Conditions of the relevant subsidiary. BetterHome reserves the right to reject any application at its discretion.

5 Personal and confidential information

- 5.1 By providing your personal information (as defined in the Protection of Personal Information Act 4 of 2013, "POPIA") through any channel, including this website, online forms, WhatsApp, email or any other digital or physical submission channel, you consent to the use, collection, processing, sharing and storing of that information in accordance with our Privacy Policy.
- 5.2 Transmission of sensitive information via the internet or other unsecured channels cannot be guaranteed to be secure. Please contact us if you require guidance on a more secure alternative.
- 5.3 BetterHome may disclose your personal information to law enforcement or as required by a court order, subpoena or applicable law, including in connection with criminal investigations or suspected unlawful activity.
- 5.4 Personal information may be transferred or stored outside South Africa for lawful purposes (e.g. secure hosting or backup), subject to POPIA's cross-border transfer requirements.
- 5.5 We may collect additional personal information through secure channels such as recorded telephone calls, WhatsApp, email or SMS where required to deliver our services.
- 5.6 By using this website and submitting information through any channel, you acknowledge and consent to the use of secure, controlled artificial intelligence and transcription tools as part of the Services, which may be used to transcribe, analyse, summarise or otherwise process information you submit. Such tools are used solely to support service delivery, quality assurance, accuracy, record-keeping and regulatory compliance. They are operated in secure environments by authorised service providers subject to appropriate confidentiality and data protection obligations, and are implemented in accordance with applicable law and BetterHome's Acceptable Use of AI Policy. Your personal information will not be used to train public or open AI models. AI-enabled tools will not be used to make solely automated decisions that have legal or similarly significant consequences for you without appropriate human oversight, where required by applicable law. All processing of your personal information remains subject to POPIA and applicable data protection legislation, and you retain all rights afforded thereunder.
- 5.7 Where you contact us or are contacted by us via telephone, please note that calls conducted through BetterHome's company-designated communication platforms and lines are recorded. Recordings are made for quality assurance, training, record-keeping, compliance and regulatory purposes, and are retained in accordance with our data retention policies. By continuing a call on a recorded line, you consent to that call being recorded. Where a call is conducted via a personal device or personal telephone line, that call is not recorded by BetterHome. You may at any time request information regarding whether a specific call was recorded by contacting us at the relevant address set out in clause 14.

6 Transmission of information

- 6.1 Information transmitted via the internet is susceptible to monitoring and interception. Use of this website is at your own risk. BetterHome gives no warranties and will not be liable for any damage arising from the transmission of information to or from this website or unauthorised access to your information.
- 6.2 Except for personal and private information, any material you post to this website is considered non-proprietary and non-confidential, and BetterHome may use, publish and distribute it as it sees fit.
- 6.3 You may not post or transmit material through this website that: you are not authorised or licensed to submit:
- 6.3.1 contains harmful code, viruses, corrupted data or other malicious software;
 - 6.3.2 is unlawful, discriminatory, threatening, defamatory, obscene or pornographic; or
 - 6.3.3 constitutes deep-linking, embedding, scraping or similar activity.

7 Cookie and other tracking technologies

- 7.1 This website uses cookies and tracking technologies to gather usage data (such as browser type and visitor numbers) to improve user experience. You may manage or reject cookies through your browser settings or via the consent pop-up on our website. Cookies do not access data on your hard drive. Only aggregated cookie data is shared with third parties.
- 7.2 By using this website, you consent to BetterHome monitoring internet and email traffic on our website to customise our services, ensure compliance with these Terms, and detect and prevent unauthorised use.

8 Limitation of liability and indemnity

- 8.1 While we endeavour to keep the information on this website accurate, we do not accept liability for: –

- 8.1.1 direct or indirect loss arising from information on the website or transactions resulting from it;
 - 8.1.2 any loss resulting from your reliance on or use of this website;
 - 8.1.3 physical damage to your device, including damage arising from a virus; or
 - 8.1.4 business losses including lost data, lost profits or business interruption.
- 8.2 Nothing in these Terms excludes liability for fraud or any matter that cannot lawfully be excluded.
- 8.2.1 You indemnify BetterHome against any claim, loss, damage, cost or liability (including reasonable attorneys' fees) arising from your use of or access to this website.

9 Origination Services Waiver

- 9.1 BetterLife Origination Services Proprietary Limited, through its BetterBond and MortgageMAX divisions (collectively "Originator/s", "us" or "we"), provides home loan origination services ("Origination Services") by acting as a referring partner between you and a panel of credit providers and financial institutions. All Origination Services are delivered in accordance with applicable legislation, recognised industry best practices, and the banking-related eligibility and credit assessment criteria applied by our lending partners. Your financial situation is unique. You remain responsible for evaluating your own circumstances and, where necessary, obtaining independent financial, tax or legal advice before making any commitment. You should never take up a home loan that will stretch your repayment capacity to its maximum.
- 9.2 By electing to use the Origination Services, you authorise us to: (a) assess your eligibility and financial profile in accordance with applicable credit and lending criteria; (b) submit your application to one or more credit providers and/or financial institutions on your behalf; (c) liaise with the relevant credit provider or financial institution to obtain, collate and submit all documentation required to support your application, including documentation evidencing the sale of the relevant immovable property; and (d) provide you with information regarding the pricing, interest rates, fees and terms of any credit agreement offered, to enable you to make an informed decision before accepting any offer.
- 9.3 All financial product information provided during the Origination Services process is indicative only and subject to change. The binding terms of any credit agreement will be those set out in the written agreement issued by the relevant credit provider or financial institution at the time of conclusion.
- 9.4 We act as a referral partner to various credit providers for credit applications. You may request a list of credit providers with whom we are associated. We will receive a commission from the credit provider with whom you conclude a credit agreement with. This commission includes a base commission calculated as a percentage of the loan amount granted, as well as additional commission that may be earned based on further incentives, including the volume of business placed with a particular credit provider. As a result, the total commission paid to us may vary between credit providers. You may request the commission paid to us for your credit agreement.
- 9.5 Your use of the Origination Services is subject to the consents provided by you, as well as these Website Terms and Conditions, which together govern the terms under which such services are rendered and form part of the agreement between you and the Originator. These Website Terms and Conditions constitute the primary contractual framework applicable to all Origination Services. BetterLife Origination Services Proprietary Limited reserves the right to introduce additional or standalone service-specific terms and conditions from time to time, which will be published and made available to Users and will apply from the date of publication.
- 9.6 Upon or following your acceptance of an offer from a credit provider or financial institution, BetterHome and its subsidiaries may, with your consent, present you with information regarding financial products and value-add services that may be of interest to you, including but not limited to home loan protection, home owner's insurance, and other products relevant to your transaction ("Value-Add Products"). The provision of Value-Add Products is subject to the terms and conditions of the relevant subsidiary or third-party product provider, and acceptance of any such product is entirely at your election. No obligation to accept any Value-Add Product is imposed as a condition of the Origination Services. You may opt-out at any stage by informing us of this.
- 9.7 Information collected in the course of providing the Services shall, within reason, be shared for the purposes for which it was collected with companies within or affiliated with the BetterHome Group (including, without limitation, the entities listed in clause 16 below, SwitchX Proprietary Limited and Loom Property Insights Proprietary Limited), financial institutions, registered credit providers, and authorised service providers, including for credit checks, fraud checks, reporting to the South African Fraud Prevention Service, and for research purposes. All information regarding financial products and Services referred to on this website, including information in respect of the terms and conditions applicable to such financial products and Services, interest rates or any other matter, is intended as a guideline only and is subject to change

without notice. The binding terms and conditions applicable to any financial product concluded by you with a third-party product provider will be those set out in the written agreement issued by that product provider at the time of conclusion, and not the information published on this website.

- 9.8 Where an application for any financial product is a joint application or involves another party such as a surety or co-applicant, these Terms apply to all such parties. You warrant that all co-applicants and sureties will be informed of and agree to be bound by both documents. Originators make provision for more than one applicant per application; however, it cannot be guaranteed that the personal information of co-applicants will not be disclosed to one another during the course of the bond application and registration process.
- 9.9 The Originators operate within the financial services industry and are regulated under the Mortgage Origination Regulatory Council of South Africa ("MORCSA"). Originator's Licensees are also members of MORCSA and adhere to its regulatory framework and standards. For any queries regarding MORCSA, you may contact the Council directly at info@morcsa.org.za or visit their website at www.morcsa.org.za.
- 9.10 No Fees to User; No Induced Influence**
- 9.10.1 No fees, charges or payments of any kind are payable by you to the Originator in respect of the Origination Services. The Originator is remunerated solely through commission received from the credit provider or financial institution with whom you conclude a credit agreement with, as disclosed in clause 9.4. You will not be charged for accessing, using or benefiting from the Origination Services, regardless of whether a credit agreement is ultimately concluded or not.
- 9.10.2 The Originators will not, at any time, apply undue pressure, inducement or influence to cause you to accept any particular offer, credit agreement or Value-Add Product. While we may receive varying commission from different credit providers and financial institutions (as disclosed in clause 9.4), this will never be used as a basis to steer, encourage or incentivise you toward any particular provider or product in a manner that is not in your best interest.
- 9.10.3 You retain the absolute right to independently evaluate any offer presented to you and to accept, decline or defer any credit agreement or Value-Add Product without consequence to the Origination Services being provided to you. No acceptance of any offer is a condition of receiving the Origination Services.
- 9.10.4 The Originators are committed to presenting all offers and options available to you objectively, without bias and in accordance with applicable legislation.

10 Originator Licensee Information

- 10.1 An Originator Licensee is a person or business that has concluded a Licensing Agreement with that Originator to conduct origination services under their brand. Origination services carried out by a Licensee include:
- 10.1.1 completing mortgage bond applications on your behalf with relevant credit providers and financial institutions;
- 10.1.2 collating documentation required by the applicable credit provider or financial institution, including support for value-add products and property sale documentation; and
- 10.1.3 providing information regarding the pricing, fees, your financial capacity, and the relevant credit provider or financial institution's rights to insure the property.

11 Credit Report Service Provider Terms

- 11.1 Should you choose to make use of our Services, you consent to a credit check being done as part of the BetterHome or Origination Services you elect to use. You further consent to the following in respect of the registered credit bureau's terms:
- 11.1.1 contact, request and obtain credit information (including all information held on your profile by the relevant credit bureau, including payment profile information) from a registered credit bureau, for any purpose including verifying your identity, assessing your behaviour, profile, payment patterns, indebtedness, whereabouts, creditworthiness and risk, in any available format (including pdf, xml or raw data string);
- 11.1.2 continuously access your credit bureau information for as long as you have a relationship with BetterHome or any of its subsidiaries and for a period of 24 (twenty-four) months thereafter;
- 11.1.3 make any reasonable enquiries to verify and research any details provided by you or your representative to BetterHome or any of its subsidiaries; and
- 11.1.4 to access information in any format (online, batch or raw data), with your consent that any enquiry not performed for credit application purposes will not be displayed on your credit profile.

12 Disclaimer for Calculators & Online Origination Tools

- 12.1 Results generated by any calculator or online tool on this website are for general guidance only and do not constitute financial advice, a credit decision or any form of recommendation. Affordability outcomes and indicative values are based on limited inputs and standard assumptions. Final credit approval, qualification and terms remain subject to the assessment processes and criteria of our lending partners. Do not make financial decisions based solely on these tools without considering your personal circumstances and obtaining appropriate professional advice.

13 Intellectual Property

- 13.1 BetterHome is the sole and exclusive owner of all intellectual property rights in and to this website and its content, including trademarks, copyrights, patents, trade names, trade secrets, proprietary information and underlying databases. Unauthorised use of BetterHome's intellectual property constitutes an offence and may give rise to criminal charges and/or a claim for damages.
- 13.2 You may not sublicense, resell, republish, reproduce, commercially exploit or distribute any content from this website without BetterHome's prior written consent.

14 Prohibited Use

- 14.1 You may not use this website in any way that could damage, overburden or impair BetterHome's servers or networks, or interfere with any other party's use of the website.
- 14.2 You may not attempt to gain unauthorised access to any accounts, systems or networks through hacking, password mining or any other means.
- 14.3 You may not use this website to conduct any business that competes with BetterHome and/or any of its subsidiaries, including but not limited to bond origination or insurance brokering, without prior written authorisation.
- 14.4 BetterHome may deny access to this website at any time without notice if it determines, in its discretion, that these restrictions are being breached.

15 Queries and complaints

- 15.1 For queries, complaints or to unsubscribe from communications, please contact the relevant entity below:

BetterHome Group	Complaintsandqueries@betterhome.co.za
BetterBond	info@BetterBond.co.za
MortgageMAX	info@mortgagemax.co.za
BetterSure	marketing@bettersure.co.za
BetterID	info@betterid.co.za

16 Disclosures required under section 43 of the Electronic and Communications Transactions Act 25 of 2002 ("ECT Act")

- 16.1 The following disclosures are made in accordance with section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act"):

Entity	Registration number	Physical address and domicile	Tel number	Website address	Email address	Directors	Regulatory registrations	Members hip of industry bodies	Terms relating to Supply of Services
BetterHome Group Limited	1992/000443/06	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	www.betterhome.co.za	info@BetterHome.co.za	Botha, R; Bruyns, C; Ncguka, B; Cuba, A; Fleisschauer, K; De Abreu, J; Le Roux, J.D; Small, J.W; JA Cooke; Alt: P Viljoen	N/A	N/A	Standard terms and conditions provided to you
BetterLife Origination Services (Pty) Ltd	2001/003522/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	www.betterbond.co.za www.mortgagemax.co.za	Legal@betterLife.co.za	Botha, R; Ncguka, BT	N/A	MORCSA	Website Terms and Conditions
BetterSure Financial Consultants (Pty) Ltd	2005/024995/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	086 124 9294	www.bettersure.co.za	marketing@bettersure.co.za	Budler, R; Stoman, C	Authorised Financial Services Provider with the Financial Sector Conduct Authority, FSP	FSCA	Standard terms and conditions provided to you
BetterSure Insurance	2008/011624/07	Bendehuis, 5 Hazelwood	086 124 9294	www.bettersure.co.za	marketing@bettersure.co.za	Budler, R; Stoman, C	Authorised Financial	FSCA	Standard terms and

Brokers (Pty) Ltd		Str. Hazelwood, Pretoria, 0081					Services Provider with the Financial Sector Conduct Authority, FSP		conditions provided to you
Resize Home Loans (Pty) Ltd	2020/037390/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	www.resize.co.za	Legal@BetterHome.co.za	Bruyns, C Small, J.W	Registered Credit Provider with the National Credit Regulator NCRCP	NCR	Standard terms and conditions provided to you
BlueDoor Investments (Pty) Ltd	2021/530550/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	www.betterhome.co.za	Legal@BetterHome.co.za	Bruyns, C Eagar, T Small, J.W	N/A	N/A	N/A
Snappy Home (Pty) Ltd t/a Amplify	2015/220464/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	https://amplifi.social	hello@amplifi.social	Botha, P; Bruyns, C; Small, J.	N/A	N/A	Standard terms and conditions provided to you
BetterID (Pty) Ltd	2024/355753/07	Bendehuis, 5 Hazelwood Str, Hazelwood, Pretoria, 0081	0115165500	www.betterid.co.za	info@betterid.co.za	Van Onselen, L; Bruyns, C.J	Operating Under TGPDC NCRCP License	N/A	Website Terms and Conditions and Services terms and conditions provided to you

16.2 In terms of section 44 of the ECT Act, to the extent applicable, you are entitled to exercise the cooling-off rights set out in sections 42 and 44 of the ECT Act.

17 General

- 17.1 These Terms are governed by the laws of the Republic of South Africa. Any disputes will be resolved exclusively in the South African courts, and you consent to the jurisdiction of those courts.
- 17.2 If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.
- 17.3 If an existing client is identified on the Targeted Financial Sanctions list, any business conducted by the relevant BetterHome subsidiary will be terminated, related funds frozen, and the matter reported to the Financial Intelligence Centre in accordance with applicable regulations.
- 17.4 Legal notices to BetterHome must be sent by email or registered post or delivered by hand to: Bendehuis, 5 Hazelwood Street, Hazelwood, Pretoria, 0081. Legal notices may not be sent by fax or SMS.
- 17.5 Any failure by BetterHome to enforce a right or provision does not constitute a waiver of that right or provision. A certificate issued by an administrator of this website constitutes prima facie proof of any fact relating to the website, including which version of these Terms applied at a particular time.