



TERMS AND CONDITIONS

Welcome to the Bond Choice Home Loans (hereinafter referred to as “**Bond Choice**”) information “website”. The aim of the Bond Choice website is to connect its “clients” and “visitors” (cumulatively referred to as "you" or "your" hereinafter) with a mortgage origination company that is involved in sourcing the most appropriate home loans and related products for our clients with our philosophy of “best advice for home buyers”. Bond Choice is an authorised financial services provider. This website is owned by Bond Choice Pty (Ltd) and all material contained within this website is under copyright.

Bond Choice is not a principle lender and is not authorised to bind any lender, nor does it claim to do so. In order to process your application, Bond Choice will need your personal information including, but not limited to your personal, financial and credit details in order to complete and submit an application to the lender. The lender’s (also referred to as the Bank’s) standard credit approval criteria and process will apply to all applications.

Bond Choice, including subsidiaries and affiliates provides the information contained on this website or any of the pages comprising the website to you, subject to the terms and conditions set out in these website terms and conditions, the privacy policy, copyright policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

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The information found on this website or any third party is subject to change without prior notice, including but not limited to the interest rates, terms and conditions, and any other information provided. The information generated when making use of the software or calculators provided is a guideline only, the final result will be confirmed by the lender(s) involved when completing the transaction. Please ensure that any other party/ies to your application (i.e. co-applicant, surety) are aware of the terms and conditions and requirements that will also apply to them.

Trade Marks

The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of Bond Choice and business partners. Nothing contained on this website should be construed as granting any license or right to use any trade mark without the prior written permission of Bond Choice or their business partners.

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Specific Use

You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify Bond Choice (including subsidiaries and affiliates) against any loss, liability, damage or expense of whatever nature which Bond Choice or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any such message or material.

Warranties

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Disclaimer of Liability

Bond Choice shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, you or your company's personal information or material and information transmitted over our system. In particular, neither the Bond Choice nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any interest rate information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

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Whilst every effort has been made by Bond Choice and its providers of information and services to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the binary data on this website, Bond Choice, its affiliated companies, service providers, suppliers, or any of their staff, do not warrant the availability of website or the data or the accuracy of the data on the website.

We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the accuracy of the data contained on the website, and your use of the website and the data is thus at your own risk. In particular we make no warranty that the website or the data will meet your requirements, be uninterrupted, complete, timely, and secure or error free.

Entire Agreement

These website terms and conditions constitute the sole record of the agreement between you and the Website Owner in relation to your use of the website. Neither you nor the Website Owner shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Bond Choice in respect of your use of the website.

Alteration

Bond Choice may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

Conflict

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

Cession

The Website Owner shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

Severability

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Applicable Laws

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of The Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

Compliance

Bond Choice (Pty) Ltd is an authorised financial services provider in terms of section 8 of the Financial Advisory & Intermediary Services (FAIS) Act, 2002, operating under license no. 24305. Bond Choice has a commitment to comply with all obligations and requirements under the Financial Advisory & Intermediary Services Act. For a copy of our FAIS license or for more information about our compliance policies please contact our compliance officer Gary Metcalf on 031 242 5841.

Feedback

We would greatly appreciate any feedback or comments you may have regarding any aspect of this website, however, you remain liable to any third party for your comments and agree not to send any material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law.

At Bond Choice we strive to go above and beyond always offering the best service to you our client with our philosophy of “best advice for home buyers”. We do, however, recognise that there may be an occasion where you have a complaint that needs to be resolved. It is in the interest of everyone concerned that we prioritise any complaints you may have and resolve them as smoothly and efficiently as possible and in line with current legislation. For a detailed explanation of our complaints procedure please email complaints@bondchoice.co.za.

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.

Pre-Approval Pledge

The Pre-approval Pledge does not constitute a fixed offer and is subject to the following terms and conditions:

- This pledge is valid for 90 days from date of issue;
- A Satisfactory valuation of the proposed property is required;
- A Clear Credit record and satisfactory assessment by the relevant lenders (also referred to as banks);
- The Bank’s standard home loan terms and conditions will apply which may affect the amount stipulated on the pre-approval;
- This Pre-approval is calculated at current interest rates over a loan term of 20 years, the amount indicated on this pre-approval will change should the interest rate fluctuate.

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For rights clearance please contact us here.

Our Commitment to Privacy

At **Bond Choice**, we respect every individual's right to privacy. Our relationship with you is our most valuable asset and is the very basis of our name and reputation. To better protect your privacy we provide this notice explaining our online information practices.

The Bond Choice Privacy Pledge

Whether you are a **Bond Choice** client or a visitor to the public area of our Web site, we understand the importance you place on the privacy and security of information that personally identifies you or your account information. We refer to and treat this information as "personal information". We extend the following pledge to you:

The **Bond Choice** Privacy Pledge and Notification

- We do not sell personal information to anyone.
- We will only share personal information with others as stated in this pledge, unless we give you additional notice or ask for your permission.
- We do reserve the right to disclose or report personal information where we believe in good faith that disclosure is required under law, to cooperate with regulators or law enforcement authorities, to perform necessary credit checks or collect or report debts owed to us, to protect our rights or property, or upon reasonable request by a unit trust fund in which you have chosen to invest.
- Whenever we collect personal information from you, we will reference this pledge and notification or otherwise explain to you how we intend to use that information.
- We use personal information in ways that are compatible with the purposes for which we originally requested it. For example, we will use the information you give us to process your requests and transactions, to provide you with additional information about products and services, or to evaluate your financial needs. To do so, we may share personal information within the Bond Choice Group.

- We limit the collection and use of personal information to what is necessary to administer our business and to deliver superior service to you. This may include advising you about our products or services, and other opportunities that we believe may interest you. To serve you better, we may combine information you give us on the Web or through other channels.
- In both the above cases, you may withhold your consent to our doing this, and we will inform you how to exercise that choice. If you do not withhold your consent, we will presume that you have agreed to our continuing the practice. You will not be pressurised for your consent in return for our services and products.
- We will make reasonable endeavours to protect the confidentiality of any personal information you share with us.
- When we share personal information within the Bond Choice Group, we protect that personal information through a strict Code of Ethics. Companies that we hire to provide support services or act as our agent must conform to our privacy standards.
- The Bond Choice Code of Ethics requires that employees with access to confidential client information may not use or disclose the information except as provided for herein. All employees are required to safeguard such information, as specified in their confidentiality undertakings to Bond Choice. We continue to evaluate our efforts to protect personal information and make every effort to keep your personal information accurate and up to date.
- If you identify any error in your personal information or need to make a change to that information, please contact us and we will promptly update our records.
- If you have any questions or concerns, please contact us by e-mail at info@bondchoice.co.za.
- We use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we would not disclose anything that could be used to identify those individuals.

Our Commitment to Data Security

To prevent unauthorised access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.