

AGREEMENT BETWEEN USER AND SA HOME LOANS

The SA Home Loans Web Site is comprised of various Web pages operated by SA Home Loans. The SA Home Loans Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the SA Home Loans Web Site constitutes your agreement to all such terms, conditions, and notices.

Modification of These Terms of Use

SA Home Loans reserves the right to change the terms, conditions, and notices under which the SA Home Loans Web Site is offered, including but not limited to the charges associated with the use of the SA Home Loans Web Site.

Information Offered on Website

All rates and fees in the calculations generated by the calculators we provide on the website are subject to change and should be regarded as a guideline only.

The results of the calculators or your submission of an application for a loan ("application") via the website does not represent a guarantee that we will grant you a loan or that we will grant you a loan on any specific terms or at any specific rates.

By submitting an application you agree that IF your application is approved by us, you will also be bound to such terms as agreed between you and us. In addition to this, any terms and conditions which appear on the application forms also constitute an agreement between you and us. You also confirm that all the declarations that appear on the application forms are true and correct and that these apply to you. Final approval of your loan application will only take place once we have confirmed this by means of a confirmation letter.

You should therefore not rely on any statement on the website without obtaining our formal written confirmation that your loan has been granted. We will not be responsible or liable if you enter into any offer to purchase or other contract before obtaining our written confirmation of an approved loan.

In order to process your application you agree that we may need to perform credit, reference or other checks.

Please contact our specialist consultants at our Customer Contact Centre on **0860 2 4 6 8 10** if any of this is not clear to you.

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SA Home Loans is a Registered Credit Provider (Registration Number: NCRCP1735).

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Use of Communication Services

The SA Home Loans Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

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Service Contact: admin@sahomeloans.com

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Use of the SA Home Loans Website is not authorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and SA Home Loans as a result of this agreement or use of the SA Home Loans Website. SA Home Loans' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of SA Home Loans' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the SA Home Loans Website or information provided to or gathered by SA Home Loans with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and SA Home Loans with respect to the SA Home Loans Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SA Home Loans with respect to the SA Home Loans Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative

proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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