

# Terms and Conditions

All financial amounts on this APP/website are in South African Rand (ZAR)

## Terms of Service

**Introduction.** This APP/website is operated by Alpha Fintech (pty) LTD. The terms "Aloan" "we", "us", and "our" refer to Alpha Fintech. The use of our APP/website is subject to the following terms and conditions of use, as amended from time to time (the "Terms"). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our APP/website. Please review the Terms carefully. The Terms apply to all users of our APP/website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content. If you access and use this APP/website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy. If you do not agree to the Terms or our Privacy Policy, you are not authorized to access our APP/website, use any of our APP/website's services or place an order on our APP/website.

**Use of our APP/Website.** You agree to use our APP/website for legitimate purposes and not for any illegal or unauthorized purpose. including without limitation, in violation of any intellectual property or privacy law. By agreeing to the Terms, you represent and warrant that you are at least the age of majority in your state or province of residence and are legally capable of entering into a binding contract. You agree to not use our APP/website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our APP/website's network or security features or to gain unauthorized access to our systems. You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your order or contact you as needed. You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

**General Conditions.** We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the APP/website, including terminating, changing, suspending or discontinuing any aspect of the APP/website at any time, without notice. We may impose additional rules or limits on the use of our APP/website. You agree to review the Terms regularly and your continued access or use of our APP/website will mean that you agree to any changes.

You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our APP/website or for any service, content, feature or product offered through our APP/website.

**Links to Third-Party APP/Websites.** Links from or to websites outside our APP/website are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any Sites linked from or to our APP/website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and we are not

responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

**Use Comments, Feedback, and Other Submissions.** You acknowledge that you are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the "Content") that you post, distribute or share on or through our APP/website or services available in connection with our APP/website. You further acknowledge that you have full responsibility for the Content, including but limited to, with respect to its legality, and its trademark, copyright and other intellectual property ownership.

You agree that any Content submitted by you in response to a request by us for a specific submission may be edited, adapted, modified, recreated, published, or distributed by us. You further agree that we are under no obligation to maintain any Content in confidence, to pay compensation for any Content or to respond to any Content.

You agree that you will not post, distribute or share any Content on our APP/website that is protected by copyright, trademark, patent or any other proprietary right without the express consent of the owner of such proprietary right. You further agree that your Content will not be unlawful, abusive or obscene nor will it contain any malware or computer virus that could affect our APP/website's operations. You will be solely liable for any Content that you make and its accuracy. We have no responsibility and assume no liability for any Content posted by you or any third-party.

We reserve the right to terminate your ability to post on our APP/website and to remove and/or delete any Content that we deem objectionable. You consent to such removal and/or deletion and waive any claim against us for the removal and/or deletion of your Content.

**Your Personal Information.** Please see our Privacy Policy to learn about how we collect, use, and share your personal information.

**Errors and Omissions.** Please note that our APP/website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and we reserve the right to cancel or refuse any order placed based on incorrect pricing or availability information, to the extent permitted by applicable law.

We do not undertake to update, modify or clarify information on our APP/website, except as required by law.

**Disclaimer and Limitation of Liability.** You assume all responsibility and risk with respect to your use of our APP/website, which is provided "as is" without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our APP/website, including without limitation, all content and materials, and

functions and services provided on our APP/website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our APP/website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our APP/websites or the servers that make our APP/website available are free of viruses or other harmful components.

The use of our APP/website is at your sole risk and you assume full responsibility for any costs associated with your use of our APP/website. We will not be liable for any damages of any kind related to the use of our APP/website.

In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our APP/website or the content or material or functionality through our APP/website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum permitted by law.

Indemnification. You agree to defend and indemnify us, and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our APP/website, your violation of the Terms, or the posting or transmission of any materials on or through the APP/website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

Entire Agreement. The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

Waiver. Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

Headings. Any headings and titles herein are for convenience only.

Severability. If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

Governing Law. Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our APP/website, or our products or service offered on our APP/website will be resolved in accordance with the laws of RSA without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our APP/website must be brought before the courts of the RSA, and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

Questions or Concerns. Please send questions, comments and feedback to us at [info@aloan.co.za](mailto:info@aloan.co.za)

Please read carefully before using this service.

## PRIVACY POLICY

ALPHA FINTECH (PTY) Ltd (“we” or “us”) takes your privacy seriously. This privacy policy explains why we collect data, what data we collect, how we store and transfer that data as well as who we may share the data with. By downloading the App, you confirm that you have read, understood and accept the terms of this Policy set out hereunder. You also consent to the collection, use, storage, processing and disclosure of your personal information in the manner set out in this Policy.

### **A. Why we collect data.**

Our product are designed to provide personalized credit options for people in need. With the explicit permission of our customers, we will analyze your smartphone data to verify your identity and creating credit scoring models to determine what credit products can be offered to you. We also use this data for purposes of collections and credit reporting.

### **B.The data we collect.**

When you register for the Service, we will collect your basic information including your name, age, email address, phone number, work status and emergency contacts, etc. With this information, we may cross-check your identity with third parties including the person you have provided as your emergency contacts. We will also collect data from your device for our credit scoring system. This includes information relating to your device, such as device make and model, operating system, installed software applications, and the unique user identifier. We may collect phone-book contacts to cross-check with our blacklist, in order to avoid the possible fraud. We may also collect your email and information related to device activity such as SMS logs and GPS location information. To supplement this information, we may also collect data from third parties such as credit bureaus and other financial institutions. By registering for the Service, you authorize the collection and processing of the foregoing data.

### **C.How we transfer and store data.**

Because we are a part of an international group of companies with data-centers around the world, your data may be transferred to other countries including countries which do not

have the same level of data protection laws as those in the country where you are located. We will, however, ensure that your data is protected to a strict standard.

**D. Who we share data with.**

We may share your data with third parties in certain circumstances. We may, for example, share data with:

- (i) credit bureaus, in requesting credit histories or reporting loan defaults;
- (ii) collections agencies, in seeking to collect overdue Loans;
- (iii) government bodies and law enforcement agencies, to comply with the law;
- (iv) professional advisers, to enforce or defend our legal rights;
- (v) or with a purchaser or seller in connection with a corporate event such as a merger, business acquisition or insolvency situation.

**E. Contact information.**

If you have any questions about this privacy policy or other privacy issues, we can be reached at: [info@aloan.co.za](mailto:info@aloan.co.za)