

TERMS AND CONDITIONS

1. INTRODUCTION

Table Charm Financial Services (Pty) Ltd ("TC Finance"), a private company, registered in the Republic of South Africa (Registration number 2024/330748/07), is a registered credit provider (NCRCP20282), whose primary business is that of a micro financier to personal clients.

2. PURPOSE, SCOPE AND OBJECTIVES

These terms and conditions relate to the access and use of the TC Finance website (www.tcfin.co.za), hereinafter referred to as the "website" as well as any TC Finance software applications or self-service portals.

3. OWNERSHIP OF THE WEBSITE AND APPLICATIONS

The TC Finance website and TC Finance software applications are owned by Table Charm Financial Services (Pty) Ltd, with its registered address at 2nd Floor, Block 1, Omni Park, Sailor Malan Drive, Aeroton, Johannesburg. All of our rights and/or defences as set out in this document shall be for the benefit of our company.

4. CONTENT OF THE WEBSITE AND APPLICATIONS

4.1 While TC Finance makes every effort to update the information provided on the website and/or on software applications on a regular basis, TC Finance makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and/or content on the website.

4.2 These terms and conditions may be amended from time to time, in the sole discretion of TC Finance, without notification.

4.3 The updated terms and conditions will be made available on the website: www.tcfin.co.za.

4.4 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on the website and/or software applications to TC Finance. TC Finance in turn undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

5. USE OF WEBSITE AND APPLICATIONS

5.1 The use of this website, applications or self-service portals together with the content contained therein, is provided as is, and although TC Finance endeavors to provide accurate information, we cannot provide any guarantees in this regard.

5.2 The terms and conditions set out in this document are binding and legally enforceable against any person, who accesses or uses the TC Finance website, software applications or self-service portals.

5.3 By using this website, software applications or self-service portals, you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.

5.4 Users may view, download or print information that is available on our website, software applications or self-service portals, provided it is done for personal use and not for commercial purposes.

5.5 Users may not use our website, software applications or self-service portals for (including, but not limited to) illegal, offensive, nuisance or damaging purposes; or to create, store or send unsolicited communications.

5.6 The creation of any links to our website from any other site whatsoever is strictly prohibited. Any links created will be reported to the applicable regulatory body.

5.7 Users may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or create derivative works from this website, TC Finance software applications or self-service portals or its content.

5.8 Users may not use any robot, spider, web crawlers, other automatic software or device, or manual process to monitor, search or copy our website, software applications or self-service portals or its content without the prior written permission from TC Finance.

5.9 Users may not use this website, TC Finance software applications or self-service portals to transmit any false, misleading, fraudulent or illegal communications.

5.10 We reserve the right to restrict your use and access to our website, software applications or self-service portals or part thereof in the event of any unauthorised use.

5.11 Our website, software applications or self-service portals were designed to simplify applying for loans and other financial products for our clients. In order to provide our clients the best service, we need to protect ourselves and our clients, which is the primary reason for these terms and conditions.

5.12 Please do not use our website, software applications or self-service portals if you do not agree to be bound by these terms and conditions.

6. INTELLECTUAL PROPERTY

6.1 The content on this website, software applications or self-service portals is for your personal use only and not for commercial exploitation.

6.2 You agree to use the website, software applications or self-service portals for the purpose created only and not abuse any of TC Finance's rights in terms of intellectual property infringements.

6.3 Copyright and trademark rights may subsist in some or all of the content on our website, software applications or self-service portals.

6.4 Unauthorised use, reproduction, copying, dissemination, modification and/or distribution is strictly prohibited and constitutes an infringement of our intellectual property right.

7. THIRD PARTY CONTENT

7.1 External hyperlinks may appear on our website from time to time. This does not imply that there is any relationship between us and any linked third party, nor do we necessarily endorse any such third party, its products and/or services or the security of their website. By using the link, you do so entirely at your own risk.

7.2 Advertising and other promotional material of third parties may appear on our website from time to time. We do not endorse such third parties or their products and/or

TC Finance FINANCE AND LOAN TERMS AND CONDITIONS VERSION 2: 25 MARCH 2021 services. Unless the information originates from us, your reliance on any information contained in such material is entirely at your own risk.

8. PROCESSING OF PERSONAL INFORMATION

8.1 TC Finance deals with your personal information only as directed by you and in accordance with the Protection of Personal Information Act 4 of 2013.

8.2 By submitting your personal information in any form whether on our website, software application of self-service portal, you agree that we may use your information for purposes of processing your request or application. This includes, but is not limited to verifying your identity number with the Department of Home Affairs, performing a credit check and/or performing a criminal check.

8.3 You agree to receive communication via email, SMS, WhatsApp and other TC Finance digital portals or applications for purposes of verification, application processing and further communication regarding your application, profile and related products and services.

8.4 Please refer to our Privacy Policy, available at www.tcfm.co.za.

9. ALTERNATIVE DISPUTE RESOLUTION

9.1 Any dispute arising in relation to our agreement with you, shall to the extent permitted by law, be referred to arbitration in Johannesburg at a venue to be determined by us applying the rules of the Arbitration Foundation of South Africa.

9.2 For any complaints, please refer to the TC Finance Complaints Policy, available at www.tcfm.co.za

10. LIMITATION OF LIABILITY

10.1 When you use our website, software applications or self-service portals you do so entirely at your own risk.

10.2 We do not warrant that the functions provided by the website, software applications or self-service portals will be uninterrupted or error free, or that the website, software applications or self-service portals or the server that makes it available is free from viruses or other harmful components.

10.3 TC Finance shall not be held liable, in any manner whatsoever, for any damage or loss sustained by you, or a third party, arising out of your access or use of our website, or reliance on any information contained thereon.

11. JURISDICTION

This agreement is governed by the laws of the Republic of South Africa, irrespective of whether or not you are South African or are accessing our website outside of the Republic of South Africa

12. GENERAL

12.1 TC Finance shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions without notice to you.

12.2 If any provision of these terms and conditions which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as not having been written and the remaining provisions of these terms and conditions shall remain in full force and effect.

13. TERMS AND CONDITIONS WITH REGARDS TO LOANS

All terms and conditions relating to a loan application or loan agreement are contained on the TC Finance loan documents (i.e loan application, loan quotation, loan agreement) and should be read carefully. Should any of the terms and conditions regarding loans be unclear, please contact us for assistance.