

## **SIMINAMIX (PTY) LTD T/A PICK A LOAN TERMS OF SERVICE**

These Terms of Service (“Terms”) apply to access and use of [www.pickaloan.co.za](http://www.pickaloan.co.za) (“the Service”). The information within the Terms will clearly state the relations between the Terms, you (“the Client”), the Service, Siminamix (Pty) Ltd t/a Pick a Loan (“the Company”) and any third party services, including but not limited to, lead providers and credit providers (“Partner”) to deliver the Service. Please read them carefully.

### **Accepting these Terms**

If you access or use the Service it means that you agree to be bound by all the Terms set forth in this document. If you don’t agree to all the Terms, please do not use the Service. If any of the Terms do not make sense to you, feel free to contact us via email with your query at [terms@pickaloan.co.za](mailto:terms@pickaloan.co.za).

### **Changes to these Terms**

We reserve the right to modify these Terms and any given time. Changes may occur if we need to update these Terms to reflect updates to the Service.

Whenever we make changes to these Terms, the changes are effective immediately after we publish such revised Terms (indicated by revising the Published date at the top of this document). It is your responsibility to check for updates and revisions to these Terms.

If you use the Service after the revised Terms goes into effect then you have accepted the changes to these Terms.

### **Privacy Policy**

#### **Information you provide to us**

We collect information you provide directly to us through any interactive features of the Service. The types of information we may collect include information such as, but are not limited to, your name, email address, contact information and other required criteria to fully utilize the Service.

#### **Use of Information**

We use the information you provide to us for purposes of;

- Provide, maintain and improve the Service.
- Send you notices and alert regarding the Service.
- Respond to your comments, questions and requests regarding the Service.
- Communicate with you about news, information and products related to the Service.

By accessing and using the Service, you provide consent to the processing and transferring of your information within the Service and any Partner.

### **Storing of Information**

Information pertaining to the Service may be stored for the duration at the discretion by the Company for future use to improve, market or advertise the Service.

### **Sharing of Information**

We may share information provided through the Service about the Client as follow;

- With Partners who need access to your information to ensure that the Service is fully operational.
- Disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request.
- To enforce any applicable user agreements, including these Terms and to protect us, our clients and partners from harm of illegal activities.
- In connection with any merger, sale of the Company assets, financing or acquisition of all or a portion of the Company to another company.

### **Third Party Services (Partners)**

From time to time, we may provide you with links to Partner websites or services that we do not own or control. Your use of the Service may also include the use of applications that are developed, maintained and/or owned by said Partner. Your use of such third party applications, websites and/or services is governed by that Partner's own terms of service or privacy policies. We encourage you to read any and all terms and conditions and privacy policies of any Partner application, website or service you visit or use.

## Utilizing the Service

When you, the Client would like to utilize the Service you confirm and adhere that;

- You are not under Debt Review, Debt Administration or Debt Counselling.
- You do not have any Defaults or Judgements against yourself.
- You are not in arrears with any of your accounts.

Furthermore you provide authorization and consent for the Company and their Partners to;

- Perform any and all Affordability and Credit checks against your credit record as needed.

Lastly, you understand and accept that;

- The Service is a free service provided by the Company and you, the Client are not entitled for any remuneration to the Service and approval is solely based on the discretion of the Partner.
- The Service is not a premium service and accepts correspondence through email and will allow for a five (5) working day period for the process of the Service to run it's course.

## Indemnification

You, the Client, agree to indemnify and not hold the Company, the Service and their Partners accountable for any costs and attorneys' fees from any claim or demand by yourself and any third party due to or arising out of;

- Using the Service.
- Your violation of these Terms.
- Your violation of applicable laws and/or regulation.

The Company reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify the Company and you agree to cooperate with our defence of said claims

## Disclaimer

The Service and any other services and content included on or otherwise made available to you through the Service, the Company and/or associated Partners are provided to you, the Client, on an **AS IS** or **AS AVAILABLE** basis without any representations or warranties of any kind.

We disclaim any and all warranties and representations (expressed or implied, oral or written) with respect to the Service and content included on or otherwise made available to you, the Client, through the Service, the Company and/or associated Partners, whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or otherwise.

In no event will the Company, the Service and/or associated Partners be liable to you or any third party for any special, indirect, incidental, exemplary or consequential damages of any kind arising out of or in connection with the Service or any other services provided by the Company and/or associated Partners made available to you, the Client, through the Service, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages or are aware of the possibility of such damages.

### **Termination**

If you, the Client, are in breach of any of these Terms, the Company and/or associated Partners have the right to suspend, disable and/or remove you from the use of the Service.

### **Agreement**

These Terms constitute the agreement between you, the Client, and the Company and/or their associated Partners for the use of the Service, superseding any prior agreements between you, the Client, and the Company and/or their associated Partners relating to the use of the Service.