1 Introduction

a) These Terms take effect (begin) when you register for Electronic App.

b) We may change these Terms from time to time. The latest version of the Terms applies to you each time you use Electronic App.

c) You must know, understand and comply with:
• these Terms; and
• the Product and General Terms that apply to your Account.
Both sets of Terms are a binding legal agreement between you and us.

d) If there is a difference between these Terms, and the Product and General Terms, these Terms will apply.

e) Please pay special attention to the highlighted sections. These are important clauses which explain what may limit our responsibility or involve some risk for you.

2 Definitions

We have defined some of the words used in this document. These words begin with a capital letter. Singular words include the plural and the other way round. Electronic App also means Mobile App vice versa.

Word	Meaning
Access codes	Any of the secret characters (letters and numbers) you use for App, for example: your personal identification number (PIN); one-time PIN (OTP); automated teller machine (ATM) card numbers; passwords; user names; and Mobile App digital identity code.
Account	The account we open in your name, at your request, and which you use to access Electronic App.
App store	The application store you use to download the Mobile App. The App Store is run by the manufacturer of the Device you use, for example Apple, Blackberry, Google Play (Android).
App PIN	The personal identification number (PIN) you use to access your Account at our Electronic App.
Buddy Finance	Is a peer to peer lending platform.
Communication System	The Device and the Medium together.
CSU	A customer-selected username.
Device	The equipment you use to access Electronic App, for example, a computer, cell phone, smartphone, tablet, telephone, smart television, or similar technology. Where you will access the loan automation facility and other products through the Internet.
Email	The email address you use to register and access various Electronic App services.
FAIS Act	The Financial Advisory and Intermediary Services Act 37 of 2002, as updated from time to time, and all the legislation (laws) that falls under it.
FICA	The Financial Intelligence Centre Act 38 of 2001, as updated from time to time, and all the legislation (laws) that falls under it.
Intellectual Property	**All:** • inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with these; • copyright, including copyright in logos, devices, designs, multimedia works and computer software programs (in source and object code form), as well as programmers' or developers' notes, flow charts and design documents; • rights protecting goodwill and reputation; • proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; • schematics; • marketing; • sales and user data; • domain names and URLs; • databases and rights in databases • confidential information; • other intellectual property rights and similar kinds of protection that are registered or can be registered anywhere in the world; and • applications for, and rights to apply for, the protection of any of the items on this list.
Intellectual property Rights	All rights in and to Intellectual Property.
ISP	An Internet service provider, which is a company that provides access to the Internet.
Medium	The way you access Electronic App, for example Internet, Wireless Application Protocol (WAP), Wireless Internet Gateway (WIG), SMS and voice (for example, an automated voice recognition system or similar technology).
Mobile app	Our mobile application, which you use to access Mobile App App
Personal Information	Information about an identifiable, natural or juristic person. This includes information about: • race, nationality, ethnic or social origin; • gender or sexual orientation; • age; • marital status; • physical or mental health;

- disability
- religion or belief;
- language;
- birth date;
- education;
- identity number;
- telephone number;
- email, postal or street address;
- biometric information (for example, fingerprints);
- financial, criminal or employment history; and
- private correspondence sent by that person, in any form.

PIN A personal identification number.

Process An operation or activity, which could be automated, that affects Personal Information. Processes and processing include:
- collecting;
- receiving;
- recording;
- organising;
- storing;
- updating or changing;
- recovering;
- using;
- sending;
- merging;
- linking;
- blocking;
- erasing; or
- destroying information.

Product terms The terms and conditions of a product or products linked to our catalogue of products, and example .

Profile When you register for Electronic App, you create a digital identity. You get a digital identity code to log in with, and this is how we identify you. You may then set up as many Profiles as you like under your digital identity for the personal and business products, and/or insurance

Thorough, our we or us Thorough Capital (Registration Number 2016/490675/07) and its successors or assigns, holding company if any and any of its subsidiary and all of its subsidiaries.

Transaction Any lending and borrowing made on your Account using our Electronic App and that we action on your instruction.

You or your The person or legal entity that registers for and uses our Electronic App, or in whose name an Account is opened.

3 Links to other information

We have put links from some words in these Terms to other information that may apply to you. These are called hyperlinks. They are found in words that are in red, and underlined. You must read any links that apply to you, because they form part of these Terms. If you can't read any linked information, you must visit our website at **www. .co.za** or phone our Customer Contact Centre on .

4 Registering for and using various Electronic App services

a) You may not register for Electronic App using somebody else's personal information or PIN.

b) If you have any questions or would like more information about our Electronic App services, please visit our website at **www. .co.za** or phone our Customer Contact Centre .

c) The table 1 annexed below explains how you can register for, access and use different Electronic App services, and what kind of fees are charged for these services.

5 Transacting with Electronic App

a When you do Electronic App you communicate with us using a Device, so there is no direct personal contact between you and us.

b We will act on all instructions that seem to come from you – even if they are actually coming from someone pretending to be you. After your Access Code has been entered, we may assume that any Electronic App activity or instruction is genuine. **So even if someone else used your Access Code, we may carry out an instruction as if you have authorised it.**

c You can instruct us to transact in line with the services you have on your Account. We will treat your instructions to us in line with your Account, the Transaction involved and the Product Terms.

d We don't always carry out instructions in the same time or in the same way. We will manage your instructions to us in line with your Profile, and the type of Account and Transaction.

e If you send an instruction after 7pm (South African time), your statement will show that it went through on the next business day.

f You cannot cancel, change or stop an instruction after you have sent it to us. A loan cannot be cancelled or reversed, even if it is a repeated loan (made more than once). This includes request and acceptance of loans.

G **We are not responsible for any loss or damage you suffer because you repeated a loan instruction (sent it through more than once) and we then made more than one loan. You waive (give up) any**

claim against us if this happens. Please call our Customer Contact Centre if you have repeated a loan made by mistake.

h **We are not responsible for any loss you suffer if you enter the wrong details for your Transaction.**

i Do not assume we have received your instruction until we have told you that we have. If you're not sure that an instruction or loan has gone through, contact our Customer Contact Centre or check your bank statement. Do not give the same instruction again unless we have told you that we did not receive it, or else we may make the same loan twice.

j You may delete or change future-dated and repeat loan/s if they have not yet been made (been actioned by us). You can also delete or change an active electronic match Money Transactions if the person receiving the loan hasn't accepted it yet. Please call our Customer Contact Centre for help with cancelling or changing these loans.

k You must think about the effects of each Transaction, including the tax effects.

6 External products

a **We can't be legally responsible or blamed for any losses you may suffer because of something your internet service provider has or has not done.**

b **We will not be responsible for any losses you may suffer where you are not able to match a loan or complete a borrower and lender match because of our systems failing.**

8 Fees

a We charge you fees for using Electronic App. Details about these fees are on our website.

b If you do not pay our fees or do not have enough money in your Account to pay them, we may stop you from using Electronic App. We may also deduct (take off) any fees you owe us from any other Account you have with us.

9 Looking after your Access Codes

a Your Access Codes or any of your secret numbers (PIN, CSU, passwords or usernames.

b **We may let you use the same Access Code for all your Electronic App or connected services because this is easier for you. But you must keep your Access Codes secret and safe – someone who knows them could get access to your Account and steal your money or use your private Account information illegally.**

c It is not safe to keep your Access Codes on a computer or any electronic medium.

d **You waive (give up) any claim you may have against us for any loss or damage you may suffer if you have not kept your Access Codes safe.**

e No person ever has a good reason to know or ask for your Access Codes, so you must never let anyone get them. This includes our own staff. You must tell our Customer Contact Centre or your branch immediately if someone has asked you for, or may know, any of your Access Codes.

i If you ask us to stop or change any Access Code, we may:

ii ask you to prove your identity to us;

iii reject any instructions we receive;

iv stop a payment or instruction if it has not already been carried out;

v reverse loans if we can, from the time we think someone started using your Access Code without permission; or

vi deactivate the Access Code (stop it from working) immediately, without telling you.

10 Security for Electronic App

a To guard against fraud or theft on your Account, you can use these free extra security features:

• My notifications: We tell you each time someone gets access to your Account which you can activate on your Profile.

• Trusteer: A computer program for electronic security software which you can download from our Internet App website.

b You must always run up-to-date software that is compatible (works) with these extra security features.

c **We are not responsible for any loss or damage you may suffer because someone gets into your Account and you have not:**

• run the latest software that works with the extra security features;

• used the extra security features on your Account; or

• followed our advice about using Electronic App safely.

d Do not use any public Device, for example a computer at an Internet café. Public Devices are not safe because you do not know what software or hardware may be on them. For example, they may use spying technology to find out numbers or passwords you type on a keyboard. These could be used to get into your Account to defraud you or steal money.

e If your Device is lost, stolen or not in your possession (you don't have it with you), you must immediately log in to the Mobile App on another Device, and deauthorise your Device. We will not be responsible for any losses you may suffer because you don't deauthorise that Device. If you cannot immediately deauthorise your Device, then you must call our Fraud Helpline at to tell us that your Device is no longer in your possession.

f We will never ask you to click on a link via email or SMS. Please send an email to **phishing@thorough.co.za** to report phishing or any suspicious Electronic transactions.

11 Availability of Electronic App

a Electronic App may not always be available. There are many reasons for this, including:

- technical failure or problems with a Communication System (ours or another one) directly or indirectly involved in providing Electronic App;
- problems with a telecommunication or electricity service; or
- other circumstances beyond our control.

b If Electronic App is unavailable for any reason, you promise to communicate or transact with us in any other way so that you limit potential losses on your Account.

12 Ending your Electronic App session

a You must make sure that you log out of Internet App, or disconnect a cell phone App, when you have finished using Electronic App.

b If you do not disconnect after using Electronic App, someone else may get into your Account without your permission and could defraud you or steal your money. We will not be responsible for any loss or damage you may suffer if this happens.

13 Information on the Communication System from us

a Any information or other content on the Communication System only invites you to do business with us. It is not an offer to buy, sell or deal in an investment, or to enter into an agreement, unless we clearly state that it is.

b Information on the Communication System is to give you general information about us, and our products, services and goals. For example, we may give information about:

- estimated income, capital expenses, returns on Investment or other financial items;
- our plans, goals and estimates for our future operations and services; and
- our estimates of the economy's future performance.

c Because these are only estimates, actual events or results may be different. We give all information "as is" and you must not rely on it or treat it as professional or investment advice

d Refresh your screen regularly to make sure that the information you see is the latest that is available on our Communication System, information, such as loans or data, is updated regularly but may be at least 30 minutes old.

e We may use other organisations to put information on the Communication System. This information is not given by or for us. We have no control over it and do not confirm or guarantee that it is correct or suitable for anything. For example credit bureaus.

f All this information is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.

14 Links to third parties' (other) Communication Systems

a Our Communication System may link to other Communication Systems that have information or content from other parties. Although we try to link only to trustworthy parties or systems, we are not responsible for any of this other information. If we give a link to any other information, Communication System, person or business, it does not mean that we have checked or approve of them.

b We do not give any guarantee about other websites, software or hardware, including their security or performance. You waive (give up) any claim you may have against us for any loss or damage you may suffer because you connect to another Communication System.

15 Security of the Communication System

a Information sent over a Communication System can be intercepted (stopped), seen or changed unlawfully if a link is not secure. We take steps to limit these risks, and these steps are explained in the privacy and security statement on our website and elsewhere.

b You must follow the security tips published on our website from time to time. We are not responsible for any loss or damage you suffer because someone gained access to the Communication System illegally or without permission. To limit these risks, we may check any information you send using our Communication System.

16 Software and hardware

a You must use hardware (computer equipment) and software (programs) suitable for Electronic App. If you do not, the Communication System may not work properly and this could increase your security risks.

b If we offer software to you on or through the Communication System, the licence agreement for that software is between you and the software's licensor (owner).

c You indemnify us against a breach (going against the agreement) of a software licence. We do not guarantee that any software is good quality or suitable (right) for its purpose.

d We also do not guarantee or suggest that any file, download or application on the Communication System is safe to use on any computer. We cannot guarantee that the system does not have software or data that can negatively affect a computer system, such as viruses, Trojans and other malicious (dangerous) software.

17 Our Intellectual Property

a We keep the copyright and any other Intellectual Property rights in all content on or sent through the Communication System, (including storage media). You may print and make a paper copy of content sent through the Communication System, including logos, images or multimedia works. You may print this content only if:

• it is for your personal Electronic App use;
• it is not used for any commercial (business) reason; and
• the copy of the content shows our copyright notice.

b The logos and trademarks on our Communication System belong to us or other parties. Nothing on our Communication System gives any person the right to use any trademark or other Intellectual Property (our property) without our written permission.

c Even if any content on the Communication System is not confidential or there is no copyright in it, we own the content and you have no rights in it.

D If you want to use content from the Communication System, please email **ibsupport@thorough.co.za**. If we do not reply in writing in five business days we have not agreed to let you use this content.

18 Using and sharing your Personal Information

a You agree that we may collect and process your Personal Information within our Communication system so that we can:

• open and manage your Profile and Account;
• provide a combination of services, analysis or advice linked to your Account;
• watch and analyse activities on your Profile and Account for risks like fraud and non-compliance (not following certain laws or regulations); and
• analyse information to identify possible markets and trends, and develop new products and services.

B You agree that we may share your Personal Information with any person, locally or outside the Republic of South Africa, who:

- provides services to us;
- acts as our agent; or
- has been given, or may be given, any of our rights and duties in respect of your Account or Profile.

We ask people who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out those services.

c You accept that:
- we will always be responsible for deciding the reason for, and way to, process your Personal Information;
- some laws state we must collect some of your Personal Information;
- without your Personal Information we may be unable to open an Account or continue to offer services to you; and
- you are giving us your Personal Information voluntarily (willingly).

19 Marketing by post, email or text messages

If you give us permission, we may use your Personal Information to contact you about products, services, and special offers from us or other companies that may interest you. We will do this by post, email, or text message. If you decide that you do not want us to do this, you can contact us, and we will stop.

20 Your responsibility for our loss or damages

You will cover (pay for) any loss or damages that we may suffer on your behalf because:

a you don't make certain payments;
b you gave us wrong instructions or information;
c you did not have enough money for a payment from your Account; or
d someone carried out an instruction on, or made a payment from, your Account without permission
and this was not because of our own negligence (carelessness).

21 Warranties (promises) made by you

You confirm that:

a you are able to enter into a contract (you have full contractual capacity) and no court has declared you mentally unfit to do so;

b you are not, and will not be, located in a country that is the subject of a United States of America (US) Government embargo or that the US Government has named a "terrorist supporting" country;

c you are not listed on any US Government list of prohibited or restricted parties;

d you have been told, in clauses 27 and 28 below, that you can contact us with any questions you may have;
e you have given us the right information; and

f you read and understood these Terms before entering into this agreement.

22 Disclaimer and limitation of liability (limits our responsibility to you)

a Your use of the Communication System and Electronic App depends on factors beyond our control, such as the network coverage or availability of your Internet service provider. **We are not legally responsible and can't be blamed for any loss or damages you may suffer if you cannot access Electronic App because of problems with your Internet service.**

b We have taken care to make sure that content on the Communication System is accurate and that you should not suffer any loss or damage by using it. **However, information on the Communication System and Electronic App is provided "as is" and we will not be responsible for any damages that may follow if you rely on it.**

c **We (our owners, employees, consultants, agents or any person connected to Thorough) are not responsible for any direct or indirect loss or damages related to your use of the Communication System or Electronic App, for any reason, even if we were told that loss or damage was possible.**
We are not responsible for any loss or damages caused by:

i someone finding out any of your secret Access Codes (such as a PIN, CSU or ID) and using these codes to register for Electronic App and fraudulently transact on your account;

ii any technical or other problems (interruption, malfunction, downtime or other failures) which affect Electronic App, a Communication System, our App system, a third-party system or any part of any database, for any reason;

iii you relying on any information on the Communication System;

Iv any Personal Information or other information being lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), a harmful computer program or virus, or your own negligence (lack of care);
any failure or problem affecting goods or services provided by any other party, for example, a telecommunication service provider (such as Telkom), internet service providers, electricity suppliers (such as Eskom), or a local or other authority; or

vi any event that we have no direct control over.

23 Announcements about changes or updates to these Terms

a We may make announcements to you about changes or updates to these Terms, or any of our services. We may do this on our website, or by sending you an email, text message (SMS) or using another communication technology.

b If an announcement about Electronic App has contractual (legally binding) terms relating to Electronic App, these new or updated terms will be seen as being included in these (original) Terms. By continuing to use Electronic App, you agree to these changes.

24 What happens if you breach (go against) these Terms

a We may stop you from using Electronic App if you do something that is against these Terms, and do not make it right within five days after we have asked you to. Even if you do make it right, we may still take steps against you, such as applying to court for an interdict (ban) or other order against you.

b We may end our relationship with you and stop you from using Electronic App by giving you written notice (Termination Notice). However, we do not have to give you notice and may close your Account immediately if we:

i believe or suspect your Account is being used wrongly or unlawfully (illegally); or

ii must do this for legal reasons.

25 How disagreements or differences will be resolved

a If you have a complaint about your use of Electronic App or these Terms, please follow our complaints process, which is available at: **[Insert link]**, or from our Customer Contact Centre.

b If you are not happy with the way the complaint is settled once you have followed this process, you may send the complaint to the Ombudsman for App Services (Ombudsman) or a similar forum.

c You may also approach any South African court of law that has jurisdiction (authority in this area).

26 Where legal documents and notices will be sent

a We choose the registered address on our website at as the address where any legal document or notice must be served or delivered to us (our *domicilium citandi et executandi*).

b You choose your last street address you gave us as the address where any legal documents or notices may be served or delivered to you (your *domicilium citandi et executandi*).

c We may send other written communication or notice to your street, postal or email address.

d Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 25 of 2002 (for example sections 11 and 12) do not apply to these documents or notices.

27 Law governing our relationship

South African law will govern these Terms.

28 General provisions

a Headings in these Terms are only for information and may not be used to interpret these Terms.

b South African time applies when working out any dates or times.

c If any dispute results from technical issues related to a Communication System, a court or arbitrator will interpret these Terms practically without focusing too much on technical issues.

d Any extension of time or other indulgence we may allow you will not affect any of our rights, whether the indulgence is express or implied. We do not waive (give up) any of our rights.

e If any clause in these Terms is invalid or illegal or cannot be enforced, the other clauses will still be valid.

f You must make sure you understand exchange control regulations and fully comply with them when you use Electronic App outside South Africa.

g You are responsible for making sure that you never use Electronic App for any illegal purpose. You will be legally responsible for any illegal transactions that you make.

h If you have any questions or do not understand anything about these Terms, please call our Customer Contact Centre on.

29 Product/s on offer

29.1. Buddy Finance

29.1.1 LENDER terms

a initial fee of R100 is a once off payment, payable upon acceptance of application to be a lender, payable to Through Capital which amount must be paid into an account to be provided upon acceptance of application.

b monthly service fee of R30 is payable by no later than the last day of the month and if the last day of the month falls on a weekend and/or public holiday then the last day for payment will be the last business day before the weekend and/or public holiday

c duration of the lenders contract will be a minimum of 36 months , at which time an amount off 30 rand a month will be charged to the lender.

d Payments must preferably be made in the form of a debit order and by agreeing to terms agrees tothorough capital debiting their account o~~f~~r the amount of R30 will be deducted from the lenders deposits. If there is insufficient funds, the lender will be notified and if 3 days pass from the date of payment and the lender has not paid the monthly service fee then the lender will be liable for an amount of R60 for that specific month.

e cancellation fee of this agreement between the lender and Thorough will be a final fee of R300 and only at such time when this fee is paid will the lender not be bound to Through or Thorough to the lender.

Offer and Accepts

e When the Lender offers a loan ,such loan offer must remain available on the buddy finance platform for a minimum period of 30 calendar days, excluding weekends and public holidays.

f. the loaning system works on real time and it's on a first come first serve basis.

29.1.2 LENDER benefits

a Lender gets 1 free withdrawal a month from available balance, the 1 withdrawal does not include the money offered on the platform or the balance.

b Lender gets full access to the safety measures of the system.

c Lender will be provided with the most up to date information on their account.

d Lender will receive full access to all borrowers available on the platform.

e Lender will receive 1 subsidized ICT check a month at R15 and thereafter all ICT checks will be at the Lenders cost being R25.

f On the platform lenders will be able to create loans of their own interest percentage choice, within the parameters of 1%-26% on outstanding amounts

29.1.3 BORROWER terms

a A borrower has the right to choose the kind of loan she/he wants from the available offers on the platform.

b Borrower will pay a standard administration fee of R50 (VAT excluded) per month, once they have accepted a loan offer and they will be liable to pay the monthly fee for as long as the loan is outstanding.

c The administration fee is calculated monthly and applies as standard as from the month the loan is offered to the month in which loan is fully paid.

d This standard administration fee is separate from the once of transaction fee.

e A transaction fee of 3% is charged on every loan made through Buddy finance.

f Transaction fee will be an immediate cost and immediately deducted from any loan amount.

29.1.4 BORROWER benefits

a After paying all the costs mentioned above, the borrower will be able to use the information on the buddy finance platform as and when they require.

b Loan/s on the platform will be transparent.

c All charges/fees will be disclosed to the borrower.

30. How to register for our products on desktop device and App are as per Annexed Table 1.