

Terms and Conditions

Rainmaker Property Finance is powered and administered by MortgageMarket. Rainmaker Property Finance is a white-label product developed, owned, and maintained by MortgageMarket for Rainmaker Property Finance. You acknowledge that while Rainmaker Property Finance may carry the branding of, and be associated with the brand, the underlying technology and services are provided by MortgageMarket.

These Terms and Conditions are to be read in conjunction with the Privacy Policy on the website.

Please also take note that:

1. Rainmaker Marketing is acting solely as a distributor of Rainmaker Property Finance. The role of Rainmaker Marketing is limited to facilitating the distribution of Rainmaker Property Finance. Rainmaker Marketing is not responsible for the content, performance, or any other aspect of Rainmaker Property Finance.
2. MortgageMarket is **solely responsible** for the terms, performance, and any related obligations of Rainmaker Property Finance, including any claims that may arise from your use or avilment of Rainmaker Property Finance.
3. By using Rainmaker Property Finance, you acknowledge and agree that any request for support, warranty, enquiries or claims related to Rainmaker Property Finance will be directed to MortgageMarket.
4. This client agreement, including any Annexures ("Agreement"), is between you and MortgageMarket and sets out the terms and conditions with respect to your use and avilment of Rainmaker Property Finance.

These Terms and Conditions apply to your access to our website, web application, and to any of the services provided. By continuing to access and make use of our website, web application, you accept that:

You have read these terms and conditions:

You understand the rights and obligations set out in these terms and conditions

If you are accessing this website or web application in a representative capacity, that you are duly authorised to act on behalf of the person you represent;

You, and where applicable the person you represent, agree to be contractually bound by the terms and conditions that appear in the latest version of these terms and conditions, as published on our website or web application at the time of each access by you; and

You grant to us the rights set out in these terms and conditions.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE ACCESSING THE WEBSITE OR WEB APPLICATION AND DISCONTINUE MAKING USE OF ANY OF THE SERVICES.

DEFINITIONS:

"authorisations" means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfil your obligations under these Terms and Conditions.

"MortgageMarket", "our", "us" or "we" means MortgageMarket PROPRIETARY LIMITED / the Responsible Party. We are a private company registered in the Republic of South Africa with registration number 2018/549063/07. "Our staff" means any of our directors, employees, agents, contractors and/or consultants.

"material" means the content, trademarks, copyright, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on our website or web application

"regulatory provision" means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the our website or web application and/or use of our services.

"services" means any of the services provided by us via our website or web application

"Terms and Conditions" means the contract between you and MortgageMarket, as recorded by the terms and conditions set out in this document.

You" and/or "your" means you, the natural or legal person accessing our website or web application and/or making use of our services, and includes the person you may be representing when making use of our services.

OTHER TERMS THAT MAY TAKE PRECEDENCE:

Should any of the terms of these Terms and Conditions conflict with any of the terms contained in any other signed agreement you may have concluded with us, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail. NO TERMS AND CONDITIONS CONTAINED ON YOUR PURCHASE ORDER, ORDER ACCEPTANCE FORMS AND/OR INVOICES SHALL APPLY TO, SUPPLEMENT OR SUPERSEDE ANY TERMS AND CONDITIONS OF THESE TERMS AND CONDITIONS.

NO OFFER:

NO INFORMATION OR CONTENT CONTAINED ON OUR WEBSITE OR WEB APPLICATION IS OR SHOULD BE CONSTRUED AS AN OFFER BEING MADE BY US TO YOU.

PIN CODE AND DIGITAL ID:

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PIN) and/or digital identity (e.g. digital certificate) that may be issued to you and used, amongst other things, to identify you to our website or web application, and you shall be fully responsible for all activities that occur when the PIN code or digital identity, as the case may be, is used, whether with or without your knowledge. UNDER NO CIRCUMSTANCES MAY YOU PERMIT OR OTHERWISE ALLOW ANY OTHER PERSON TO USE YOUR PIN CODE AND/OR DIGITAL IDENTITY. Only you are authorised to use the PIN code and/or digital identity issued to you. The use of your PIN code and/or digital identity by any other person compromises the integrity thereof, and requires such PIN code and/or digital identity to be revoked. FURTHER USE BY YOU OF A COMPROMISED PIN CODE AND/OR DIGITAL IDENTITY IS NOT PERMITTED, and you are required to apply to be re- issued with a new PIN code and/or digital identity. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY COMPROMISE, OR SUSPECTED COMPROMISE, OF YOUR PIN CODE AND/OR DIGITAL IDENTITY, AND YOU INDEMNIFY US AGAINST ANY LOSS, DAMAGE, OR INJURY ARISING FROM YOUR FAILURE TO COMPLY HEREWITH.

THIRD PARTY FINANCIAL PRODUCTS AND / OR SERVICES:

THE SERVICES OFFERED ON OUR WEBSITE OR WEB APPLICATION (E.G. HOME LOAN APPLICATION) ENTAIL FACILITATING/BROKERING APP (E.G. HOME LOAN APPLICATION) ENTAIL FACILITATING/BROKERING ACCESS TO FINANCIAL PRODUCTS AND/OR SERVICES OFFERED BY VARIOUS THIRD PARTIES WE WORK WITH (E.G. THE BANKS), WHICH THIRD- PARTY FINANCIAL PRODUCTS AND/OR SERVICES AND ARE SUBJECT TO SEPARATE PROCEDURES AND APPROVALS CRITERIA THAT HAVE NOTHING TO DO WITH US (E.G. DETERMINING YOUR CREDIT-WORTHINESS IN A HOME LOAN APPLICATION). WE HAVE NO AUTHORITY TO BIND THESE THIRD PARTIES TO YOU, NOR DO WE PURPORT TO DO SO. All information regarding the financial products and services referred to on our website or web application, including information of the terms and conditions applicable to such financial products and services, interest rates or any other matter, are for information purposes only and subject to change without notice.

The final terms and conditions which will apply to you in respect of any financial product or service will be those set out in the written document(s) issued to you by the applicable third-party provider at the relevant time. You will most likely be required to sign such document(s) confirming your acceptance of the terms and conditions contained therein. Those terms and conditions will establish a separate binding contract between you and a third-party concerned (e.g. a loan agreement with a bank).

By selecting the 'pre-populate my application' button, you agree to us requesting your bureau data from Experian and populating your application form with the information available in your credit history.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSSES OR DAMAGES ARISING FROM ANY BREACH BY YOU OF ANY APPLICABLE THIRD-PARTY TERMS AND CONDITIONS. WE GIVE NO WARRANTY AND MAKE NO REPRESENTATION, BE IT EXPRESS OR IMPLIED, AS TO THE QUALITY OR FITNESS FOR PURPOSE OF SUCH FINANCIAL PRODUCTS OR SERVICES, AND ANY REMEDY YOU SEEK TO ENFORCE SHALL BE GOVERNED BY THE AGREEMENT WITH THE THIRD-PARTY CONCERNED.

YOUR CONDUCT AND MATERIAL ON OUR WEBSITE OR WEB APPLICATION:

In making use of our services, you may, from time to time, copy, upload, download, or share any material that belongs to you. You retain full ownership of this material, and we don't claim any rights to it. You do, however, give us permission to use your material to do those things we need to do to be able to provide you with the services, which include the choices we make to technically administer the services (e.g. backing up and storing data). This permission also extends to the third parties we work with to provide the services (e.g. the banks).

While using the services, you are, and at all times remain, solely responsible for:

your conduct;

the content of your material;

maintaining and backing up your material;

loss or corruption of any of your material;

your electronic communications;

what you copy, share, upload, download or otherwise use/share with others;

AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSS OR DAMAGE WHICH WE MAY SUSTAIN AS A RESULT OF ANY OF THE AFORESAID FOR WHICH YOU ARE RESPONSIBLE WHILST USING OUR SERVICES.

ACCEPTABLE USE OF OUR WEBSITE OR WEB APPLICATION:

YOU ACKNOWLEDGE AND AGREE NOT TO MISUSE OUR WEBSITE OR WEB APPLICATION.

In this regard, you may not, without limitation:

infringe the intellectual property rights, including copyright, of others;

copy, upload, download, or share any material unless you have the lawful right to do so;

probe, scan, or test the vulnerability of our website or web application, including any of our other systems and/or networks;

breach or otherwise circumvent any security or authentication measures;

interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the services offered;

plant malware, spyware or otherwise use the services to distribute malware or spyware;

access or search the services by any means other than our publicly supported interfaces (for example, "scraping");

send unsolicited communications, promotions or advertisements, or spam;

send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

publish anything that is fraudulent, false, misleading, or infringes another's rights;

promote or advertise products or services other than your own without appropriate authorisation;

impersonate or misrepresent your affiliation with any other person or entity;

publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred;

violate any applicable regulatory provision in any way, or to violate the privacy of others, or to defame others.

LINKS TO & FROM OTHER WEBSITES, WEB APPLICATIONS OR MOBILE APPS:

Links to third-party websites, web applications or mobile apps on our website, web application or mobile app are provided solely as a convenience to you. If you use these, links, you will leave our website and/or web application and/or our secure environment. We have not reviewed any or all of these third-party websites, web applications or mobile apps and do not control and are not responsible for any of these websites, web applications or mobile apps or their content. Thus, we do not endorse nor make any representations about them, or any information, software or other services or materials found there, nor any results that may be obtained from using them. IF YOU DECIDE TO ACCESS ANY OF THE THIRD-PARTY

WEBSITES, WEB APPLICATIONS OR MOBILE APPS, YOU DO SO ENTIRELY AT YOUR OWN RISK. UNLESS YOU HAVE RECEIVED OUR PRIOR WRITTEN PERMISSION, YOU SHALL NOT ESTABLISH A HYPERLINK, FRAME, METATAG, OR SIMILAR REFERENCE, ELECTRONICALLY OR OTHERWISE, TO OUR WEBSITE, WEB APPLICATION OR MOBILE APP.

INTELLECTUAL PROPERTY RIGHTS:

At all times, all right, title and interest in and to our materials remains vested in us (i.e. belongs to us) and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by regulatory provisions. These materials may not be copied, reproduced, modified, published, uploaded, posted to other websites, web applications or mobile apps or otherwise distributed in any way, without our prior written permission. Save as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any right to you to use or reproduce the materials. All our rights in this regard are and remain reserved.

ELECTRONIC COMMUNICATION:

When you make use of any of the services and/or send e-mails to us, you consent to receiving communications from us electronically, and agree that all agreements, notices disclosures and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be “in writing”.

SOFTWARE:

Any software made available on or through our website or web application or any hardware rented or sold to you is governed by license terms that establish a binding contract with a third-party licensor. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS AGAINST ALL LEGAL COSTS, CHARGES, LOSSES OR DAMAGES ARISING FROM ANY BREACH BY YOU OF THESE LICENSE TERMS. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the applicable third-party licensor.

YOUR PERSONAL INFORMATION AND DATA PROTECTION

YOU FURTHER AGREE THAT WE MAY COLLECT, PROCESS, USE, TRANSFER AND STORE YOUR PERSONAL INFORMATION FOR PURPOSES OF PROVIDING YOU WITH THE SERVICES.

YOU AGREE AND UNDERTAKE TO OBTAIN WRITTEN CONSENT FROM A DATA SUBJECT FOR SUCH COLLECTION, PROCESSING, USE, TRANSFER OR STORAGE OF A DATA SUBJECT’S PERSONAL INFORMATION WHENEVER THIS IS REQUIRED.

COMPLIANCE WITH LEGISLATION:

You shall at your own risk and expense procure all authorisations that you may require in order to access our website or web application and/or make use of the services. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third-party. You agree to comply, at all times, with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable

from time to time in respect of the services. You agree to indemnify us against any breach by you of the aforesaid authorisations and regulatory provisions.

DISCLAIMER & RISK:

THE USE OF OUR WEBSITE OR WEB APPLICATION, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT OUR WEBSITE, WEB APPLICATION OR MOBILE APP WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS AND OUR STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP OR THE SERVICES.

UNDER NO CIRCUMSTANCES ARE WE, OUR LICENSORS, OUR SUPPLIERS AND OUR STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

(INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, AND OUR STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.

CHOICE OF LAW, JURISDICTION & COSTS:

These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Terms and Conditions will be subject to the jurisdiction of the South African courts.

IN THE EVENT WE NEED TO INSTRUCT ATTORNEYS TO PROTECT OR ENFORCE ANY OF OUR RIGHTS AGAINST YOU IN TERMS OF THESE TERMS AND CONDITIONS, AND SHOULD WE BE AWARDED COSTS BY AN ARBITRATOR OR COURT, YOU AGREE YOU ARE RESPONSIBLE FOR AND UNDERTAKE TO REIMBURSE US SUCH COSTS ON AN “ATTORNEY-AND- OWN-CLIENT” BASIS, AS PER THE MANDATE BETWEEN US AND OUR ATTORNEYS.

Rainmaker Property Finance reserves the right to decline to process any home loan application under certain circumstances, including but not limited to the following:

- If the applicant is found or suspected to be insolvent.
- If the applicant is found or suspected to be in liquidation.
- If the applicant is under sequestration, subject to a judgment, or suspected of either.
- If the applicant has a low or poor credit rating.
- In cases of suspected or confirmed fraud.
- If the application contains any misrepresentation.

ADDRESS FOR LEGAL PROCESS:

We choose the following address and email where we will accept service of court papers/process and/or other legal documents:

Physical address:	Regus, Country Club Estate , Woodlands, Woodmead, 2080, South Africa
Email:	legal@mortgagemarket.co.za

WE MAY CHANGE THE ABOVE DETAILS BY UPDATING THESE TERMS AND CONDITIONS FROM TIME TO TIME. PLEASE ENSURE YOU USE THE ADDRESS AND EMAIL THAT APPEAR IN THE VERSION OF THESE TERMS AND CONDITIONS PUBLISHED ON OUR WEBSITE, WEB APPLICATION OR MOBILE APP AT THE TIME YOU INTEND TO SERVE COURT PAPERS OR OTHER DOCUMENTS.

INVALID, VOID & UNENFORCEABLE TERMS:

Should any of the terms and conditions herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of these Terms and Conditions shall nonetheless remain in full force and effect

NO WAIVER:

Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

NO VARIATION:

No alteration, variation, or consensual cancellation of these Terms and Conditions, including this clause, shall be of any force or effect, unless it is recorded in writing and signed (as defined further on) by both you and MortgageMarket; “signed” referring to either a hand-written signature, or an “advanced electronic signature” as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).

QUERIES:

Any queries regarding these Terms and Conditions must be directed to our legal department on 0105000556 or admin@mortgagemarket.co.za

ECT ACT INFORMATION (ACT NO. 25 OF 2002):	
Company name: MortgageMarket PROPRIETARY LIMITED	
Registration number:	2018/549063/07
Physical address:	Regus, Country Club Estate Woodlands, Woodmead, 2080 South Africa
Website address:	www.mortgagemarket.co.za
Email address:	admin@mortgagemarket.co.za
Telephone number:	011 568 9212