

Terms of Use (General, Email & SMS)

By using the SanlamGoTyme website these terms of use (“Terms of Use”) apply to you, and you agree to comply with these Terms of Use. Please read these Terms of Use before using the SanlamGoTyme website.

Important information

SanlamGoTyme is a registered credit provider. SanlamGoTyme is the loan originator and administrator for SanlamGoTyme Personal Loans and GoTymeBank Loans. The Terms of Use set out below apply to this and all other websites owned, operated, or sponsored by SanlamGoTyme - unless such other website specifically provides otherwise.

Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website. Please address any comments or inaccuracies contained on the website to SanlamGoTyme Complaints at complaints@sanlamgotyme.co.za

1. Nature of website contents

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website are intended for the convenience of clients, may be approximations, and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as SanlamGoTyme will not be liable for any inaccuracy in the calculation.

Nothing contained on the Site constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain professional advice before making any investment or other decision based on any information on this Site.

Subscribing to any service or buying any product through the website is subject to SanlamGoTyme's contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that SanlamGoTyme provides a link to a third-party website does not necessarily mean that SanlamGoTyme endorses, authorises, or sponsors that website, or that SanlamGoTyme is affiliated to such website's owners or sponsors.

If any third-party website, which is not under the direct control of SanlamGoTyme, can be accessed from a link displayed on the SanlamGoTyme website, SanlamGoTyme shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a SanlamGoTyme website or any third-party website which may be accessed through links provided on the SanlamGoTyme website is not intended as advice but merely as information. Before making any decision or taking any action based on any information displayed on the SanlamGoTyme website or any such third-party website that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

2. Visitors from foreign countries

Use of the SanlamGoTyme website or the purchase of services or products from the country from which you may access the website may be illegal in that country. Your use of the website for any purchase that you may make is entirely at your own risk. It is recommended that you ensure that use of the SanlamGoTyme website for any purchases made by you are not in violation of the laws of any country by which you may be governed.

SanlamGoTyme's services and products may not be available in your country. Contact SanlamGoTyme or your local financial or legal adviser to find out whether, and if so which of, SanlamGoTyme's services and products may be available to you.

3. Invitation to do business

Unless indicated in writing by SanlamGoTyme, nothing on the SanlamGoTyme website shall constitute an offer for sale of any service or product.

The information provided on the SanlamGoTyme website is not, nor must you regard it as financial or investment advice.

If you wish to use the information displayed on the website to purchase any service or product or procure financial or investment advice from SanlamGoTyme, your request to do so shall be regarded by SanlamGoTyme as an offer to do business with SanlamGoTyme, which may be accepted by SanlamGoTyme if it chooses.

The acceptance of your offer will be subject to terms and conditions governing the service, product, or advice at the time of the acceptance of the offer.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified SanlamGoTyme (held SanlamGoTyme harmless and agree to reimburse SanlamGoTyme) against any loss or damage that it may suffer arising from your contravening any laws applicable to you, to the extent permitted under the applicable laws.

4. No warranties

While SanlamGoTyme will take care to provide accurate information on the SanlamGoTyme website, the information displayed on the SanlamGoTyme website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, to the fullest extent permitted under the applicable laws, SanlamGoTyme does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free or free of any other malicious or destructive properties.

5. Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the SanlamGoTyme website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have SanlamGoTyme's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage SanlamGoTyme's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any SanlamGoTyme server (computer), or network connected to any SanlamGoTyme server, or interfere with any other party's use of the SanlamGoTyme website;

- Interfere with any content displayed on the SanlamGoTyme website or attempt or gain unauthorised access (without SanlamGoTyme's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a SanlamGoTyme server or any other part of the SanlamGoTyme information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the SanlamGoTyme website or to gain access to information or any part of the SanlamGoTyme information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the SanlamGoTyme website, or any of the web pages which constitute the SanlamGoTyme website, without SanlamGoTyme's prior written consent;
- Frame the website or any of its pages without SanlamGoTyme's prior written consent.

6. Electronic transactions, communications, and records

When you communicate with SanlamGoTyme by electronic communication provided or as may be directed on the website, you consent to receiving responses to your communications by electronic communication addressed to you by SanlamGoTyme. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by SanlamGoTyme satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in such electronic communication in whatever form.

You consent to SanlamGoTyme acting on the information communicated to SanlamGoTyme electronically. You are responsible to ensure that SanlamGoTyme has received the information communicated electronically.

You acknowledge and consent that SanlamGoTyme, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by SanlamGoTyme will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded to have been received by you when it enters an information system outside of the control of SanlamGoTyme.

7. User ID and password

If you subscribe to a service or product provided on the SanlamGoTyme website, you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for -

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying SanlamGoTyme immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by SanlamGoTyme or a third party due to someone other than you using your user id and/or password.

8. Mobile access and use

You may access the SanlamGoTyme website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the SanlamGoTyme website.

The SanlamGoTyme website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. SanlamGoTyme is not responsible for

the wireless services used by mobile devices and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the SanlamGoTyme website.

While the use of the SanlamGoTyme website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the SanlamGoTyme website.

SanlamGoTyme is also not responsible for the communication of any person or confidential information between you and the SanlamGoTyme website, or any electronic communications mechanisms facilitated by the SanlamGoTyme website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the SanlamGoTyme website.

The functionality and use of your mobile device is outside of the control of SanlamGoTyme and SanlamGoTyme will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

9. Secure payment system

If any payments are to be made by you to SanlamGoTyme, you will be required to use a payment system authorised (consented to in writing) by SanlamGoTyme. SanlamGoTyme shall only use a payment system that is sufficiently secure considering the nature of the payment to be made and the risk inherent in making the payment electronically. SanlamGoTyme accepts liability for any direct damages that may be suffered to you due to a failure in a payment system authorised by SanlamGoTyme.

10. Privacy Notice

Your privacy is important to SanlamGoTyme. Personal information transmitted to SanlamGoTyme will be treated in accordance with the SanlamGoTyme privacy notice available at www.sanlamgotyme.co.za

11. No liability

SanlamGoTyme shall not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the SanlamGoTyme website by you.

Except as provided in section 9, SanlamGoTyme will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

12. Warranties provided by you

For all purposes, and in particular for purposes of 6 above, you warrant (confirm) that -

- Your identity (that is, you are who you say you are), and that you can prove your identity should SanlamGoTyme require you to do so;
- That all information you provide at any time to SanlamGoTyme using the SanlamGoTyme website, in writing, or to SanlamGoTyme Call Centre staff, will in all respects be current, complete, and accurate;
- That you will provide to SanlamGoTyme all material and relevant facts required by SanlamGoTyme as may be appropriate to any dealings you have with SanlamGoTyme. If you do not provide the information, or provide information that is incorrect, SanlamGoTyme may, at its choice, cancel the agreement or transaction arising from your dealings with SanlamGoTyme.

13. Intellectual property rights

The website and all its content (including but not limited to, software, text, graphics, icons, hyperlinks, private information, domain names, website addresses and designs) are owned by or licensed to SanlamGoTyme and are protected by copyright and other intellectual property laws. The copyright in all material vesting in SanlamGoTyme published on the website shall continue to vest in SanlamGoTyme or its licensor.

SanlamGoTyme or its licensor is the proprietor of all patents, service marks, logos, trade names and business names used on the website.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without SanlamGoTyme or the licensor's prior written consent.

14. Breach

SanlamGoTyme reserves the right to -

- Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) SanlamGoTyme is unable to verify or authenticate any information you provide to it;
- or (c) SanlamGoTyme believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place SanlamGoTyme in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

15. Indemnity

You agree to indemnify and hold harmless SanlamGoTyme, any member of the SanlamGoTyme Group and its respective directors, officers, employees, agents, licensors, suppliers, and any third-party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these Terms of Use by you.

16. Jurisdiction and applicable law

Your use of the SanlamGoTyme website will for all purposes relating to its use, constitute your consent and submission to the exclusive jurisdiction of the High Court of South Africa, (Western Cape Division, Cape Town).

Any claim arising from -

- The use or inability to use the website; and/or
- An application for, and the rendering of a service or providing of a product;

is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim contract, delict (tort), or any other, and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

17. SanlamGoTyme's Consent

To obtain SanlamGoTyme's consent as provided for in these Terms of Use, please address the request to www.sanlamgotyme.co.za

Email Terms of Use

By using the SanlamGoTyme email services, you agree that these email terms of use ("Terms of Use") apply to you and you will comply with these Terms of Use. Please read these Terms of Use before using the SanlamGoTyme email services.

The content of an email - which may include one or more attachments - is strictly confidential and is intended solely for the use of the named recipient(s). If you've received this email in error, you're not permitted to disclose, distribute or retain it - you're requested to notify the sender immediately by return email and then delete it from your system or device. You may not copy or disclose the content of an email to any other person, without SanlamGoTyme's written consent.

Email isn't necessarily secure or error-free; information could arrive late or contain viruses, or be incomplete, intercepted, corrupted, lost, or destroyed. It's the responsibility of the named recipient(s) to ensure that emails are virus-free. SanlamGoTyme does not accept any liability for damage caused by any virus or other malware transmitted by this email.

No employee, contractor, or intermediary is authorised to conclude an agreement on behalf of any member of SanlamGoTyme by email, without express written confirmation by a duly authorised representative of that member.

The use or content of email is intended for SanlamGoTyme's business. If it's used for any other purpose, the views expressed are those of the sender and no liability will attach to any member of SanlamGoTyme.

The information contained in an email or any attachment is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects nor intended to provide nor does it constitute financial, tax, legal, investment, or other advice. Your use of the SanlamGoTyme email services is at your own risk and you accept responsibility for any actions and consequences that arise from such use.

SanlamGoTyme does not provide any warranty of any kind, expressed or implied regarding the information, the suitability of any products or services mentioned or any aspect of any service provided in an email.

SanlamGoTyme reserves the right to monitor, access, intercept or block emails addressed to all SanlamGoTyme addressees, in accordance with our email policy, as it applies from time to time.

Notwithstanding the Electronic Communications and Transactions Act, 2002 ("ECTA"), an email does not constitute a binding agreement, unless the terms thereof has been recorded in a duly executed document, signed by the parties. For the purposes of this disclaimer, notwithstanding the ECTA, "signed" shall mean a signature executed by hand on paper containing the document, or typing your name in the space provided on the SanlamGoTyme's e-signing system containing the document, or an advanced electronic signature, as defined in the ECTA, applied to the document by the signatories.

SanlamGoTyme reserves the right to amend these Terms of Use at any time without notice. If you use the email services after the Terms of Use have been amended, the updated Terms of Use, available on the SanlamGoTyme website, will be considered as accepted by you and binding on you.

The email and any attachments shall be governed by and construed in accordance with the laws of the Republic of South Africa.

SMS Terms of Use

Important notes

Please note the terms of use ("Terms of Use") set out below. They are binding for all SMS's.

Please check this web page regularly for changes. The Terms of Use may change from time to time and without notice. The changed Terms of Use shall be binding on you effective immediately on the date of posting on the SanlamGoTyme website.

Please address disputes and complaints arising from the use of SMSs to the SanlamGoTyme Client Protection & Compliance department at complaints@sanlamgotyme.co.za

Please read the Terms of Use carefully before using the SanlamGoTyme SMS services.

1. Copyright

The information appearing in an SMS relating to a member of SanlamGoTyme is owned by the relevant member and is protected by copyrights and other intellectual property laws. Without detracting from the above, SanlamGoTyme hereby authorises you to use the content in the SMS for your personal and non-commercial use only. All rights not expressly granted are reserved.

2. Privacy Notice

Your privacy is important to us.

Always ensure that we have your latest cell phone number, and alert us immediately if your cell phone has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy Notice on the SanlamGoTyme website:
www.sanlamgotyme.co.za

3. Disclaimer

SanlamGoTyme will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMSs.

SanlamGoTyme will not be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, SanlamGoTyme makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general information contained in a SMS.

In the event of SMSs sent by a member of SanlamGoTyme on behalf of its client(s), such relevant member accepts no obligation to verify the correctness of any information received from the clients and contained in such SMSs, and disclaims liability for any errors.

4. Applicable law

The use of, and information appearing in SMSs is governed and interpreted in accordance with the laws of the Republic of South Africa.

5. Intellectual property rights

The copyright in all material vesting in SanlamGoTyme contained in SMSs shall continue to vest in SanlamGoTyme or its licensor. SanlamGoTyme or its licensor is the proprietor of all patents, service marks, logos, trade names and business names displayed on the SMS. Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged without our prior written permission. You may not use the name of SanlamGoTyme or our logo in any way without our prior written permission.

6. Breach

SanlamGoTyme reserves the right to refuse to provide any SMS service if: (a) you breach any of these Terms of Use; (b) we're unable to verify or authenticate any information you provide to us; or (c) we believe that you're conducting activities that are illegal or abusive, or put SanlamGoTyme in disrepute.

7. Indemnity

You agree to indemnify and hold harmless any member of the SanlamGoTyme Group - and our respective directors, officers, employees, agents, licensors, suppliers and any third-party information providers - from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these Terms of Use.

8. Important information

SanlamGoTyme reserves the right to amend these Terms of Use at any time without notice. If you use the email services after the Terms of Use have been amended, the updated Terms of Use, available on the SanlamGoTyme website, will be considered as accepted by you and binding on you.