

TERMS OF USE – L&L INVESTMENTS AND LOANS

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Version: 1.0

1. INTRODUCTION

Welcome to the website of L&L Investments And Loans (hereinafter referred to as "**L&L**", "**we**", "**us**", "**our**"). These Terms of Use ("**Terms**") govern your access to and use of our website located

at <https://lninvestmentsandloans.co.za> (the "**Website**"), as well as any related services, applications, or content offered by L&L.

By accessing or using our Website, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree with any part of these Terms, you must immediately discontinue use of the Website.

L&L Investments And Loans is a division of **L AND L CASHLOANS PTY LTD**, registration number **2020/211003/07**, a registered credit provider (**NCRCP13901**) and an authorised financial services provider (**FSP 55149**). Our physical address is Justicia Trust Stand 195, Bushbuckridge.

2. ACCEPTANCE OF TERMS

By using the Website, you represent and warrant that:

- You are at least 18 years of age and have the legal capacity to enter into binding agreements.
- All information you provide to us is true, accurate, current, and complete.
- You will use the Website in accordance with these Terms and all applicable laws and regulations, including the National Credit Act, 2005 (Act No. 34 of 2005), the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002), and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

We reserve the right to refuse service, terminate accounts, or cancel orders at our sole discretion.

3. MODIFICATIONS TO TERMS

We may revise these Terms from time to time. The most current version will always be posted on this page, and the "Last Updated" date will be updated accordingly. By continuing to use the Website after changes become effective, you agree to be bound by the revised Terms. It is your responsibility to review these Terms periodically.

4. DESCRIPTION OF SERVICES

L&L provides the following services through our Website:

- **Loan Applications:** Online application forms for personal loans (subject to credit approval).
- **Investment Products:** Information and application forms for capital preservation investments (interest paid at maturity).
- **Funeral Cover:** Details and application forms for funeral insurance policies.
- **Debt Collection Services:** Information about our debt recovery services for businesses.
- **Callback Requests:** Forms to request a callback from our consultants.
- **Informational Content:** News articles, FAQs, calculators, and educational resources about our products.

All financial products are subject to separate terms and conditions provided during the application process. In the event of any conflict between these Terms and the specific product terms, the product terms shall prevail.

5. ELIGIBILITY AND VERIFICATION

5.1 Eligibility Criteria

To apply for a loan or any of our financial products, you must:

- Be a South African citizen or permanent resident.
- Be 18 years or older.
- Have a valid South African ID number.
- Provide proof of income (e.g., payslip, bank statement) and other required documentation.
- Meet our credit criteria as determined by our credit assessment process.

5.2 Verification

We reserve the right to verify any information you provide through third-party sources, including credit bureaus, employers, and public records. You authorise us to obtain such information and to use it for credit scoring, fraud prevention, and compliance with legal obligations.

6. USER ACCOUNTS AND SECURITY

Some features of the Website may require you to create an account. You are responsible for:

- Maintaining the confidentiality of your account credentials.
- All activities that occur under your account.
- Notifying us immediately of any unauthorised use of your account.

We are not liable for any loss or damage arising from your failure to protect your account information.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership

All content on the Website, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, software, and the design, structure, and layout thereof (collectively, the "**Content**"), is the property of L&L, its affiliates, or its content suppliers and is protected by South African and international copyright, trademark, and other intellectual property laws.

7.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and Content for personal, non-commercial purposes. You may not:

- Republish, distribute, or otherwise make the Content available to any third party.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Website.
- Remove any copyright, trademark, or other proprietary notices.
- Use the Website in any manner that could damage, disable, overburden, or impair our servers.

7.3 Trademarks

"L&L Investments", "L&L Investments And Loans", the L&L logo, and other marks used on the Website are trademarks or registered trademarks of L&L. You may not use these marks without our prior written permission.

8. PROHIBITED CONDUCT

You agree not to use the Website to:

- Violate any applicable law or regulation.
- Infringe the rights of any third party, including intellectual property, privacy, or contractual rights.

- Transmit any harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable content.
 - Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation.
 - Engage in any activity that interferes with or disrupts the Website or its servers.
 - Attempt to gain unauthorised access to any part of the Website, other accounts, or computer systems.
 - Use any automated means (e.g., robots, spiders, scrapers) to access the Website for any purpose without our express written permission.
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9. DISCLAIMERS AND LIMITATION OF LIABILITY

9.1 Website Provided "As Is"

THE WEBSITE AND ALL CONTENT, PRODUCTS, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.2 No Warranty of Accuracy

While we strive to ensure that the information on the Website is accurate and up to date, we make no representations or warranties about the accuracy, reliability, completeness, or timeliness of any Content. You acknowledge that your use of the Website is at your sole risk.

9.3 Financial and Legal Advice

The Content on this Website is for informational purposes only and does not constitute financial, legal, or professional advice. You should consult with a qualified professional before making any financial decisions. Loan approvals are subject to our credit assessment and do not guarantee that any application will be successful.

9.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL L&L, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH:

- YOUR USE OR INABILITY TO USE THE WEBSITE.
- ANY CONTENT, PRODUCTS, OR SERVICES OBTAINED THROUGH THE WEBSITE.
- UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE.

THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.5 Calculation Tool Disclaimer

The loan calculator provided on the Website is for illustrative purposes only. The actual loan amount, interest rate, and repayment terms may differ based on credit assessment and other factors. The result is not a guarantee of loan approval or final terms.

10. THIRD-PARTY LINKS

The Website may contain links to third-party websites or services that are not owned or controlled by L&L. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that we shall not be liable for any damage or loss caused by your use of such websites. We encourage you to read the terms and conditions and privacy policies of any third-party site you visit.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless L&L, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Website.
 - Your violation of these Terms.
 - Your violation of any rights of another person or entity.
 - Any content you submit to the Website.
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12. TERMINATION

We reserve the right, in our sole discretion, to terminate or suspend your access to all or part of the Website, with or without notice, for any reason, including breach of these Terms. Upon termination, your right to use the Website will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

These Terms and your use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

13.2 Dispute Resolution

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall first be referred to mediation in accordance with the rules of the African Centre for Dispute Resolution (ACDR) or another mutually agreed mediator. If the dispute is not resolved within 30 days of

mediation, either party may refer the matter to arbitration in terms of the Arbitration Act, 1965 (Act No. 42 of 1965). The arbitration shall be held in Johannesburg, conducted in English, and the decision of the arbitrator shall be final and binding.

13.3 Consumer Rights

Nothing in these Terms shall limit your statutory rights as a consumer under the Consumer Protection Act, 2008 (Act No. 68 of 2008) or any other applicable law.

14. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

14.1 Consent to Electronic Communications

By using the Website, you consent to receive electronic communications from us (e.g., via email, SMS, WhatsApp, or notices posted on the Website). You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing.

14.2 Electronic Signatures and Transactions

You agree that electronic signatures, whether digital or encrypted, are valid and binding. No provision of these Terms shall be construed as prohibiting us from conducting transactions electronically.

15. SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

16. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any specific product terms referenced herein, constitute the entire agreement between you and L&L regarding your use of the Website and supersede all prior agreements and understandings.

17. WAIVER

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

18. CONTACT INFORMATION

If you have any questions about these Terms, please contact us:

L&L Investments And Loans

Justicia Trust Stand 195, Bushbuckridge

Email: info@lnlinvestments.co.za

Phone: 013 007 9085

WhatsApp: 064 611 6805

19. COMPANY REGISTRATION DETAILS

- **Legal Entity:** L AND L CASHLOANS PTY LTD
 - **Registration Number:** 2020/211003/07
 - **Registered Credit Provider Number:** NCRCP13901
 - **Authorised Financial Services Provider Number:** FSP 55149
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By continuing to use our Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

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