

Terms and Conditions and Privacy Policy

Website Terms and Conditions and our Online Privacy Policy

Introduction: This website (www.growthfinance.co.za) (the “website”) provides information about us and our services. It also allows you to request services from us.

Acknowledgment: Your use of the website implies an acceptance of our Website Terms and Conditions and any other specific terms and an agreement to be bound by them. In the event of a conflict between the Website Terms and Conditions and any specific terms applicable, and only to the extent of the conflict, the more specific term will apply.

Content: The content provided on the website is for information purposes only, does not under any circumstances comprise professional advice and shall not be considered to be an offer.

Trademarks: Growth Finance’s logo and sub-logos, marks, and trade names are the trademarks of Growth Finance and no person may use them without permission. Any other trademark or trade name that may appear on this web site or other marketing material of Growth Finance is the property of its respective owner/s.

Licence: We grant you a limited licence to use this website.

Malicious Code: While Growth Finance makes every effort to ensure that any executable material available to be downloaded from Growth Finance’s website is free of any virus, it cannot guarantee that the material is free from any or all viruses. Growth Finance is not responsible for any loss or damage howsoever caused by the executable material and potentially malicious code contained therein. If Growth Finance is found to be liable to you, then you agree that our total liability to you shall be capped at R100.

Online Applications: By completing an online application form, you are inviting us to engage with you to ascertain whether or not you qualify for our services. However, please note that you will need to meet our minimum qualifying criteria and enter into our services agreement before we will provide any services to you.

Specific Conditions for All Applications:

- We have no obligation to complete an agreement with you, and you have no right to demand a financial product because you completed an application.
- If your application is unsuccessful, we will advise you and you will have no claim against us whatsoever.

- You acknowledge that you appreciate and understand the risks, costs, rights, obligations, implications and nature of our financial products and that you enter into our agreements having been advised to seek independent professional advice.
- We may cede, transfer or otherwise dispose of your rights under this application and the terms and conditions and all documents incorporated therein to any third party.
- You warrant that the statements, particulars given and questions answered in the application are truthful, honest, complete and accurate in all respects and any person interested in the agreement or any part thereof, now or in the future, may rely upon the truth and accuracy of the information provided by you. If there are any other material facts that you believe and/or know could influence our assessment of and decision regarding an application, you must advise us as part of your application.
- We collect and use the personal information that you give to us in the application for the purpose of assessing your eligibility for the product in any manner required.
- YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED TO US IN THIS APPLICATION AND THE VERIFYING THEREOF MAY, SUBJECT TO ANY LAW TO THE CONTRARY, BE USED FOR ANY PURPOSE THAT IS NECESSARY AND / OR INCIDENTAL TO THE ASSESSMENT OF THE APPLICATION. Such use includes the processing and transfer of information you have provided to us to other companies who facilitate the provision of the financial product as well as companies (such as credit bureaus) who verify and confirm your company's and its directors creditworthiness.
- You consent that Growth Finance may contact, request and obtain credit information from a registered credit bureau to verify your identity, perform an assessment of your credit behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness or another related purposes in any format (including in pdf, xml or raw data string) available from any registered credit bureau and to continuously access your information for as long as you may have a relationship with Growth Finance;
- You consent that Growth Finance may make any reasonable enquiries to verify and research any details provided by you to Growth Finance;
- You consent that Growth Finance may access your information in any format, including online, batch and raw xml string; and
- You consent that the enquiry might be displayed on your credit profile if the enquiry was performed for credit application purposes.

Intellectual Property: All materials, texts, drawings, graphics, logos, icons and any data made available on the website ("materials") are owned by Growth Finance and are therefore protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights.

Financial Disclaimer: The website does not provide nor constitute financial advice and should never be taken as such.

Restrictions: You may not use the website for commercial purposes without our prior written consent. You may not yourself or through a third party use the website for harmful, unlawful or illegal purposes. You may not copy or frame this website or any part thereof. You may not do anything that would compromise the security or integrity of the website.

Own risk: You use this website at your own risk and we make no warranties about it.

Indemnity: You indemnify and hold us harmless against any liability related to your use of the website. Our total liability to you for any and all claims related to the website and your use thereof is R 100. We will never be responsible for any indirect, special or consequential damages.

Changes: Any changes we may make to these terms and conditions in the future will be posted on the website.

Jurisdiction: All conditions and terms of use contained on this website are governed by South African law and you agree to submit to the non-exclusive jurisdiction of the High Court of South Africa, Cape of Good Hope Provincial Division at Cape Town

Sector Funding Restrictions: Growth Finance does not fund into certain industries and by proceeding with your application you warrant that your business **does not** participate in any way in any of the following:

1. Production or trade in weapons and munitions;
2. Pornography and/or Prostitution;
3. Activities involving or relating to racist and/or anti-democratic media;
4. Activities leading to the destruction of High Conservation Value Areas;
5. Gambling, casinos and equivalent enterprises including arbitrage activities;
6. Production or trade in radioactive materials.
7. Production or trade in unbounded asbestos fibers; this does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%;
8. Drift net fishing in the marine environment using nets in excess of 2.5 km in length;
9. Production or activities involving harmful or exploitative forms of forced labour/harmful child labour or any form of human trafficking;
10. Trade in any species of plant or animal protected by CITES against over-exploitation through international trade;
11. Production or activities leading to cross-border trade in waste and waste products, unless compliant with the Basel Convention and the underlying regulations; and
12. Production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous peoples, without full documented consent of such peoples.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:

Full name: Spotcap (Proprietary) Limited

Physical address and address for receipt of service: Ground Floor, Liesbeek House, Riverpark, Gloucester Road, Mowbray, Cape Town

Telephone no: +(27) 21-6805322

Website address: www.growthfinance.co.za

Email address: info@growthfinance.co.za

Registration number: 2018/197047/07

Country of incorporation: South Africa

Chief Executive Officer: Gareth Griffiths

Online Privacy Policy

Introduction: By enquiring about our products and services or completing the online application form you will be required to provide us with certain personal information. This privacy policy (the “privacy policy”) sets out the information disclosed to us and how we will use it.

Personal information: In order to submit your online application you will be required to provide us with your name, identity number, telephone number, email address, business name, business type, company registration number, average monthly sales, how long your business has been in operation. Please note that should further information be required we will notify you via email.

Purpose: We use the information you provide us in order to ascertain whether you qualify to use our services.

How we use the information you provide:

We use the information you provide to:

- contact you and communicate with you on an on-going basis
- determine the most appropriate person to contact you
- assist them in preparing for the discussion that they have with you
- improve our understanding of the market place

Growth Finance does not collect or compile personal data or information obtained by this site for dissemination or sale to outside parties for consumer marketing purposes or host mailings on behalf of third parties.

Storage: We store your personal information securely on servers located in South Africa and the United States of America. Your information will only be stored for five years or as long as we are legally required to, whichever is longer.

Consent: You hereby consent to our use and storage of your personal information for the purposes indicated herein.

Security: We strive to ensure the security of personal information you provide to us by taking reasonable measures to prevent the destruction, unlawful access and loss of personal information. Any compromise of data integrity or confidentiality will be reported to you by email.

Changes: Any changes we may make to our Privacy Policy in the future will be posted on the website.

Contact: Email address: info@growthfinance.co.za or +(27) 21-680-5322