

# Smileloan.co.za – Website Terms of Use

## 1. Introduction

Welcome to **Smileloan.co.za** ("the Website"), owned and operated by **UAB TINEJA** ("we", "our", "us").

These Terms of Use ("Terms") set out the conditions under which you ("the User") may access and use this Website. By browsing or using any part of the Website, you agree to be bound by these Terms. If you do not agree with them, you must immediately stop using the Website or any services provided through it.

Your first access to this Website constitutes your acceptance of these Terms, which form a binding legal agreement between you and Smileloan.co.za. The version of the Terms published on the Website at the time of your visit will apply to your use.

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## 2. Processing of Personal Information

By using this Website, you acknowledge that **Smileloan.co.za** will collect and process certain personal information necessary to deliver its online comparison and referral services ("Online Services").

We process personal information in compliance with the **Protection of Personal Information Act, 4 of 2013 (POPIA)**. Reasonable technical and organisational safeguards are implemented to protect your data against unauthorised access, alteration, loss, or misuse. Personal data will only be processed for lawful business purposes and may be shared with third parties strictly where required to deliver the Online Services or as otherwise permitted by law.

By using the Website, you consent to Smileloan.co.za:

1. Processing your personal data for the purpose of evaluating, sourcing, and facilitating loan or financial product comparisons from third-party providers.
2. Sharing your details with:
  - The specific financial provider(s) whose offers you choose to enquire about; and
  - Verified partners or affiliates for legitimate marketing and communication purposes, where you have given explicit consent.

If your online session is interrupted or not completed, we may contact you to confirm whether assistance is needed or to complete your request. You may at any time request that your information be deleted or

excluded from future processing. Refusal to consent to data processing will prevent us from providing Online Services.

If you previously consented to receive marketing communication from Smileloan.co.za or its affiliates, such consent will remain active until you withdraw it in writing.

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### 3. Online Services

Access to certain services on the Website may require registration or approval by Smileloan.co.za. We reserve the right, at our sole discretion, to approve, decline, or terminate access to these services.

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### 4. Fees and Commission

The use of **Smileloan.co.za** is completely **free of charge** to consumers.

We earn revenue through referral fees or service agreements with our financial partners when users choose to engage with their products. This does not affect the pricing or terms offered to you by any provider. The quotes or offers you view are generated directly from providers' databases whenever possible and do not include hidden charges or additional fees.

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### 5. Privacy and Security

While Smileloan.co.za takes all reasonable precautions to safeguard information shared through the Website, users acknowledge that the Internet is not a fully secure environment. We cannot guarantee the security or confidentiality of data transmitted electronically, including by email, and we will not be held responsible for loss, interception, or alteration of data during transmission.

To learn more about how we handle and protect your information, please read our **Privacy Policy**, which forms part of these Terms.

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### 6. Amendments to the Terms

Smileloan.co.za may, at its discretion, revise or update these Terms from time to time. Updates take effect as soon as they are published on the Website. By continuing to use the Website after any modification, you agree to be bound by the amended version.

You are encouraged to review the Terms periodically to stay informed of any changes.

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## 7. Intellectual Property and Copyright

All materials, text, graphics, designs, software, databases, trademarks, and content displayed on this Website ("the Content") are owned or licensed by **Smileloan.co.za** and are protected by South African and international copyright laws.

You may view and print content from this Website solely for personal, non-commercial purposes. No part of the Website or its Content may be reproduced, distributed, published, or used commercially without our prior written consent.

All trademarks, logos, and brand names displayed remain the property of Smileloan.co.za or their respective owners. Nothing in these Terms grants any license or right to use such marks without written approval.

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## 8. Limited User Licence

Smileloan.co.za grants you a limited, non-exclusive, non-transferable, and revocable right to access and use this Website for lawful, personal, and informational purposes only. You may not:

- Use the Website for any unlawful or harmful purpose;
- Copy, resell, or commercially exploit the Website or its Content;
- Frame or link to the Website without written consent;
- Use automated tools (including crawlers, bots, or scrapers) to access data; or
- Interfere with the security or functionality of the Website.

Any unauthorised use will result in the termination of this licence.

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## 9. External Links and Cookies

This Website may contain links to third-party websites for convenience. These are not under our control, and Smileloan.co.za is not responsible for their content, security, or accuracy. Accessing such sites is at your own risk.

We use **cookies** to enhance your browsing experience, analyse website performance, and personalise marketing efforts. You can disable cookies in your browser settings, but some parts of the Website may not function correctly if you do so.

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## 10. Software and Downloads

Any software, tools, or files made available on the Website are used at your own risk. While we take reasonable measures to ensure our downloads are safe, Smileloan.co.za provides no guarantee that files are free from malware, viruses, or other harmful code.

Users are responsible for ensuring that downloaded materials do not breach the rights or licences of third parties.

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## 11. Suspension or Termination

Smileloan.co.za reserves the right to modify, suspend, or permanently discontinue the Website or any part of its services at any time, with or without notice. We may also limit or restrict access to certain features as necessary for maintenance, updates, or security.

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## 12. Disclaimer and Limitation of Liability

The Website and all Content are provided on an **“as is”** and **“as available”** basis. Smileloan.co.za makes no warranties or representations regarding the accuracy, completeness, or reliability of any information or services offered.

Your use of the Website is entirely at your own risk.

Smileloan.co.za, its affiliates, directors, and employees will not be liable for any direct, indirect, incidental, or consequential loss or damage arising from your use of the Website or reliance on any information or links contained within it — even if advised of the possibility of such damages.

This includes, but is not limited to:

- Website downtime or service interruptions;
- Data loss or corruption;
- Unauthorized access to information; or

- Events beyond our reasonable control.
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## 13. Indemnity

By using the Website, you agree to indemnify and hold harmless Smileloan.co.za, its partners, employees, and affiliates against any claims, losses, damages, or expenses (including legal costs) arising directly or indirectly from your use of the Website, violation of these Terms, or infringement of any rights of third parties.

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## 14. Governing Law

This Website is operated from within the **Republic of South Africa**, and access to it is subject to South African laws. You agree that any disputes arising out of or related to your use of the Website shall be governed by the laws of South Africa.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be effective and enforceable.

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## 15. General Provisions

- The headings in these Terms are for convenience only and have no legal effect.
- Failure by Smileloan.co.za to enforce any right or provision in these Terms shall not constitute a waiver of that right.
- These Terms constitute the full and final agreement between you and Smileloan.co.za regarding your use of the Website.
- Smileloan.co.za may assign or delegate its rights or obligations under these Terms without notice.
- If an event of **force majeure** (including natural disasters, war, strikes, or major system failures) prevents Smileloan.co.za from performing its obligations, such duties will be suspended for the duration of the event.

**Email:** [info@smileloan.co.za](mailto:info@smileloan.co.za)