



LOOM PROPERTY INSIGHTS (PTY) LTD

WEBSITE TERMS AND CONDITIONS OF USE

Version 6.0 | September 2026

1. Introduction

- 1.1. These Terms and Conditions ("Terms") govern your access to and use of www.loom.co.za ("Website") and the LOOM System, operated by LOOM PROPERTY INSIGHTS (Pty) Ltd, Registration No. 2020/780782/07, Bendehuis, 5 Hazelwood Street, Hazelwood, Pretoria, 0081 ("LOOM").
- 1.2. By accessing the Website or using the LOOM System, you ("User") agree to these Terms. If you do not agree, please stop using our services. LOOM may update these Terms from time to time; continued use of the Website constitutes acceptance of any updates. You will be notified of changes that affect how your personal information is used.

2. Purpose of LOOM

- 2.1. LOOM provides a digital property intelligence platform that enables property professionals, businesses and other authorised Users to access property-related reports, assessments, market intelligence, digital identity verification, fraud mitigation, customer onboarding support and compliance-related solutions. The LOOM System combines property and related information to assist Users in making informed property, risk, compliance and verification decisions. Through the LOOM System, Users can:
 - generate property reports and indicative property value estimates; and
 - upload property information, including images, for analysis and reporting purposes.
- 2.2. LOOM's outputs are informational tools designed to support property-related decision-making. They do not replace professional advice or formal registered property valuations.

3. The LOOM System

- 3.1. The LOOM System is LOOM's proprietary technology platform through which all services are delivered. It processes property information submitted by Users and generates reports and property insights based on that information.
- 3.2. LOOM determines how information is processed within the LOOM System up to the point where a report is delivered to a User. Once a report is generated and accessed, LOOM no longer controls how that information is used, the User assumes full responsibility for any further use of that information.

4. Use of the Website and Subscription

- 4.1. LOOM grants each User a non-exclusive, non-transferable right to access the LOOM System on a subscription basis. The following apply:
 - You use the Website and LOOM System at your own risk.
 - Your subscription entitles you to a set number of property reports per month based on your selected package.
 - Each legal entity (including holding companies, subsidiaries, and affiliates) must subscribe independently.
 - You may not share your access credentials or permit any third party to use the LOOM System under your account.
 - LOOM may suspend or restrict your access without prior notice if you breach these Terms.

5. AI-Enabled Tools

5.1. How LOOM Uses AI

- 5.1.1. LOOM uses artificial intelligence ("AI") and automated tools to help generate property reports and indicative property value estimates. These tools analyse property data and images submitted by Users to produce outputs. By using the LOOM System, you acknowledge and agree to the following:
 - AI outputs are indicative estimates only, they are not professional valuations, legal advice, or financial advice;

- results may vary based on available data, image quality, and system limitations; and
- LOOM does not guarantee the accuracy, completeness, or fitness for purpose of any AI-generated output. Results may vary based on data availability, model limitations, and market conditions.
- AI tools may evolve over time. LOOM reserves the right to update, retrain, or replace AI models used in the generation of reports without prior notice.
- AI is used solely for LOOM's core purpose of generating property reports and estimates. Users must not submit data for any other purpose.
- AI Property Estimates do not constitute formal property value estimates performed by a registered professional valuer and are not regulated outputs under Applicable Law. LOOM Users must not represent AI Property Estimates as registered or professional valuations when dealing with third parties, including financial institutions, courts, insurers, or regulatory bodies, and must disclose that the output was generated by an AI tool and is an estimate only.

5.2. Human Review

If an AI-generated output significantly affects you or a Data Subject, a human review may be requested by contacting support@loom.co.za.

6. Property Images and Consent

6.1. Uploading Images

- 6.1.1. When you upload property images or other data to the LOOM System, you confirm that:
- you are the owner of those images or have the express written consent of the owner to upload them for the purposes described in these Terms;
 - by uploading images, you grant LOOM a limited, non-exclusive licence to share such images with authorised third parties for the purpose of generating your property report or estimate;
 - the images do not infringe any intellectual property, privacy, or other third-party rights; and
 - you consent to LOOM using, reproducing, processing and analysing the uploaded images solely to generate the requested property report or estimate.
- 6.1.2. Where property images are used as inputs into AI estimation models, you consent to such images being used for that purpose.

6.2. Sharing and Retention

- 6.2.1. LOOM may share property images with authorised service providers, including but not limited to cloud storage, AI hosting, and analytics partners, only where necessary to deliver the service. All such parties are bound by appropriate confidentiality and data protection obligations. A list of authorised third-party categories is available on request.
- 6.2.2. You indemnify LOOM against any claims, liabilities, or damages arising from third-party disputes related to the ownership or use of images you upload, where such uploads were made without the required authorisation.
- 6.2.3. Where data is transmitted to parties outside South Africa, transfers comply with POPIA. Images are retained only as long as necessary for the service and may be deleted on request (subject to legal retention obligations).

7. Roles and Responsibilities

7.1. LOOM's Role

LOOM is responsible for operating the LOOM System, providing property intelligence services, generating reports, performing digital verification and fraud mitigation functions, supporting compliance-related solutions, and processing information in accordance with its legal obligations while the information remains within the LOOM System.

7.2. User Responsibilities

- 7.2.1. Users are responsible for everything that happens with a report after it is accessed. Each User must:
- hold a valid lawful basis, including, where required, the consent of any person whose information is included, before submitting any request through the LOOM System;
 - use the LOOM System and its outputs only for their intended, lawful purpose; and
 - comply with POPIA and all applicable law.
- 7.2.2. Users must not:
- submit information without proper authorisation;

- use information from the LOOM System for unrelated purposes (such as direct marketing) without separate valid consent; or
- represent LOOM outputs as formal or registered property valuations.

8. Personal Information and POPIA

LOOM processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (“POPIA”) and the Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”). The following explains how and why personal information, including that of individuals who are not LOOM Users, may be processed through the LOOM System.

8.1. Why Personal Information Is Processed

- 8.1.1. The information is processed for legitimate business purposes associated with the operation of the LOOM System and its property intelligence platform, including the provision of:
 - Property reports;
 - Property-related assessments;
 - Digital identity verification services;
 - Fraud mitigation and fraud prevention measures;
 - Customer onboarding processes;
 - Compliance-related solutions; and
 - Related market intelligence services.
- 8.1.2. To ensure the accuracy, integrity and reliability of these services, LOOM may process information relating to property owners. This may include contact information where reasonably necessary to verify identities, detect and prevent fraud, validate information supplied to the platform, facilitate lawful onboarding processes, and improve the accuracy and integrity of property-related reports and assessments.
- 8.1.3. Property reports generated through the LOOM System may involve the processing of personal information relating to individuals (“Data Subjects”) who are not themselves Users of LOOM. This occurs when a LOOM User requests a report that includes information about a property or its owners.
- 8.1.4. LOOM processes such information on the following lawful bases under POPIA:
 - Legitimate interest: to operate the LOOM System and provide property intelligence services, including property reporting, digital identity verification, fraud mitigation, customer onboarding support, compliance-related solutions, market intelligence and related assessment services, while maintaining the accuracy, integrity and security of information processed through the platform; and
 - Contractual necessity: where processing is required to fulfil LOOM’s obligations to its Users.

Note for property owners and members of the public:

If your property information has been included in a LOOM report, this is most likely because a property professional or business has requested a report as part of their lawful property-related activities. LOOM does not sell or share your information for marketing purposes.

8.2. LOOM Does Not Condone Direct Marketing

LOOM expressly prohibits the use of its platform or any information obtained through it for direct marketing, unsolicited communications, or any purpose outside its intended service. LOOM may suspend or terminate access where misuse is identified.

8.3. User Obligations

- 8.3.1. Each User bears full responsibility for ensuring that any processing of personal information requested through the LOOM System is lawfully authorised. In particular, each User must:
 - hold a valid lawful basis (which may include consent) before submitting a processing request;
 - maintain records of consent or other lawful basis and provide them on request; and
 - not use the LOOM System to process personal information where no valid lawful basis exists.
- 8.3.2. LOOM is not liable for any failure by a User to obtain, record, or evidence a valid lawful basis for processing.

8.4. Post-Report Responsibilities

Once a report is accessed, the User becomes the Responsible Party for any personal information it contains and must:

- handle all Data Subject rights requests (access, correction, deletion, objection);

- use the information only for lawful purposes consistent with how it was obtained; and
- notify LOOM promptly of any personal information breach or Data Subject complaint relating to information from the LOOM System.

8.5. Data Subject Rights and Complaints

- 8.5.1. Individuals whose information has been processed through LOOM may raise concerns or exercise their rights through two separate channels:
- LOOM: for concerns about how LOOM itself has processed information (i.e. within the LOOM System before report delivery), contact support@loom.co.za or the registered address in clause 18.
 - The User: for concerns about how a User has used information after receiving a report, contact that User directly through their own channels.
- 8.5.2. These channels are independent. LOOM's Information Officer can be contacted at support@loom.co.za for POPIA-related queries. In the event of a personal information breach, LOOM will notify the Information Regulator and affected individuals as soon as reasonably possible.

8.6. Affiliate Sharing

LOOM may share personal information with its Affiliates (entities under common control with LOOM) for operational purposes connected to delivering its services. Affiliates are bound by data protection obligations equivalent to those in these Terms and may not use personal information for their own independent purposes.

9. Account Security

You are responsible for keeping your login credentials and PIN codes confidential. Do not share them with anyone. You are liable for all activity on your account. If you suspect your account has been compromised, notify LOOM immediately at support@loom.co.za and stop using those credentials. LOOM is not responsible for losses arising from unauthorised account use.

10. Fees and Payment

- All fees are inclusive of VAT.
- Payments are processed via Netcash Proprietary Limited. Accepted payment methods include Visa, MasterCard, Diners, American Express, Instant EFT (Ozow), Capitec Pay, and bank transfer. All card transactions are processed using SSL3 encryption; no card details are stored on the Website.
- LOOM does not issue refunds on subscription fees.
- Overdue amounts attract interest at the Prime rate from the due date.
- Fees may be increased annually with notice. If you do not accept an increase, notify LOOM and your subscription will be terminated.
- Non-payment for two consecutive months, or three or more times in any six-month period, entitles LOOM to terminate your subscription and recover administrative costs.
- A reconnection fee applies to reinstatement after suspension due to non-payment.

11. Duration and Termination

- Your subscription continues on a month-to-month basis until terminated.
- Either party may terminate on not less than 90 (ninety) days' written notice.
- LOOM may terminate with immediate effect upon written notice in the event of a material breach that is not remedied within the timeframe notified to you, or upon any confirmed misuse of Personal Information or the LOOM System.
- Reinstatement after termination is subject to a reconnection fee.

12. Prohibited Conduct

Users must not:

- copy, modify, reverse-engineer, or systematically query the LOOM System or its outputs for competitive intelligence purposes;
- share access to the LOOM System with unauthorised persons;
- disclose or transfer personal information obtained through the LOOM System to any third party without a valid lawful basis;
- remove any copyright or proprietary notices from the Website;

- transmit unlawful, harmful, or objectionable content through the Website;
- attempt to gain unauthorised access to the LOOM System or deliver malicious code; or
- use the LOOM System for any commercial purpose beyond what is expressly permitted by these Terms.

13. Intellectual Property

- 13.1.1. All content, software, data, trademarks, and other material on the Website and LOOM System are owned by or licensed to LOOM and are protected under South African and international law. No intellectual property rights are transferred to Users.
- 13.1.2. AI-generated property estimates and reports produced by the LOOM System are LOOM's intellectual property. Users receive a limited, non-exclusive, non-transferable licence to use outputs for their own internal business purposes only. Outputs may not be commercially resold or incorporated into third-party products without LOOM's prior written consent. No rights in LOOM's underlying AI models, algorithms, or data are transferred.

14. Third-Party Links and Content

The Website may contain links to third-party websites for convenience only. LOOM does not endorse or control these sites and accepts no liability for their content or practices. Where third-party data is used in reports, LOOM makes no warranty as to its accuracy and is not liable for any loss arising from reliance on it.

15. Disclaimer and Limitation of Liability

LOOM outputs are informational tools, not professional advice.

Users are responsible for how they use outputs and for compliance with all applicable law.

- 15.1.1. To the fullest extent permitted by law:
 - the Website, LOOM System, and all outputs are provided "as is" without any warranty of accuracy, completeness, or fitness for purpose;
 - LOOM is not liable for any direct, indirect, or consequential loss arising from use of the system or reliance on any output;
 - LOOM's maximum liability is limited to the subscription fees paid in the three months before the relevant event; and
 - Users indemnify LOOM against all loss arising from breach of these Terms, failure to hold a valid lawful basis for processing, or infringement of any third-party rights.
- 15.1.2. AI-generated property estimates must not be used as evidence of property value in legal or regulatory proceedings without independent verification by a registered professional valuer.

16. Privacy and Cookies

LOOM processes User personal information in accordance with its Privacy Policy, which is available on the Website. In summary:

- LOOM collects only the personal information necessary to provide its services.
- Personal information may be shared with LOOM's Affiliates for operational purposes. It is not shared with unrelated third parties except as necessary for service delivery or as required by law.
- Cookies are used to improve your experience. You may adjust your cookie preferences through your browser settings.
- LOOM may send marketing communications. You may opt out at any time by contacting support@loom.co.za.
- Personal information is retained only as long as necessary for the purpose collected, or as required by law.

17. Security

LOOM applies reasonable technical and organisational measures to protect the Website and LOOM System. Users must not attempt to compromise the security or integrity of the system. Unauthorised access or delivery of malicious code may result in criminal prosecution and civil liability under ECTA and applicable law.

18. Confidentiality

Users must keep confidential all proprietary information and personal information accessed through the LOOM System and notify LOOM immediately of any unauthorised disclosure. Information submitted to LOOM is not treated as confidential unless agreed in writing.

19. General

- These Terms are governed by South African law.
- If any provision is found to be invalid or unenforceable, the remaining provisions remain in full force.
- LOOM's failure to enforce any provision does not constitute a waiver of its rights.
- You may not cede or assign your rights without LOOM's prior written consent.
- These Terms constitute the entire agreement between you and LOOM regarding use of the Website and LOOM System.
- You confirm compliance with all applicable laws, including PRECCA.
- Personal information transferred outside South Africa is handled in compliance with POPIA, using only adequately protected jurisdictions or binding contractual safeguards.
- LOOM is not liable for failure or delay caused by events beyond its reasonable control, including load-shedding, cyberattacks, cloud outages, pandemic, or governmental action.
- Disputes will first be escalated in good faith within 10 business days of written notice; if unresolved, referred to mediation under AFSA rules (costs shared equally); and if still unresolved, to the courts of South Africa, without prejudice to either party's right to seek urgent relief at any time.

20. Notices

Notices may be sent by email to support@loom.co.za or to your registered email address. Email notices are deemed received two business days after sending. Notices by registered post are deemed received seven days after posting.

21. Contact Details

- Full name: LOOM PROPERTY INSIGHTS (Pty) Ltd
- Registration number: 2020/780782/07
- Address: Bendehuis, 5 Hazelwood Street, Hazelwood, Pretoria, 0081
- Telephone: 087 804 0535
- Website: www.loom.co.za
- Email: support@loom.co.za