



# WEBSITE TERMS AND CONDITIONS

## 1 Introduction

- 1.1 Welcome to our website and thank you for visiting us! These terms and conditions, together with our privacy policy, govern our relationship with you in relation to this website. Please read both documents carefully.
- 1.2 These terms and conditions apply to all websites hosted by BetterHome Group Limited (registration number 1992/000443/06) and its subsidiaries (collectively “us” or “BetterHome”), including the following websites: [www.betterhome.co.za](http://www.betterhome.co.za); [www.betterbond.co.za](http://www.betterbond.co.za); [www.mortgagemax.co.za](http://www.mortgagemax.co.za); [www.bettersure.co.za](http://www.bettersure.co.za); and [www.betterrewards.co.za](http://www.betterrewards.co.za).
- 1.3 By using or accessing this website, you (“you” or “the User”) agree and accept (and will be deemed to have agreed and accepted) these terms and conditions with effect from the first time you access this website and each time thereafter. If you do not accept these terms and conditions, please discontinue using this website. If you continue to use the website or our services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.
- 1.4 We may change these terms and conditions or our privacy policy at any time by updating these terms and conditions and/or the privacy policy on our websites. You should check this page from time to time to review these terms and conditions to ensure you are satisfied with any changes.
- 1.5 This website is currently intended for those who access it from within the Republic of South Africa. Because of this, we cannot guarantee that the site or the information thereon complies with or is appropriate for use in other places, and accordingly it should only be used by persons who access it from within the Republic of South Africa.

## 2 Use of the website

- 2.1 We have made this website available to you for your non-commercial use. It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access that are compatible with this website in order to access this website. You are solely responsible for ensuring that your computer hardware, software and data is adequately protected and backed-up.
- 2.2 You acknowledge and warrant that –
- 2.2.1 any instructions that you submit to BetterHome through this website are valid instructions (notwithstanding that we do not have personal interaction with you) and you authorise BetterHome to rely on and perform all such instructions submitted by you through this website; and
- 2.2.2 you are of full legal age and failing which, you are emancipated or have your guardian's consent and assistance and have the required legal capacity to enter into and be bound by this agreement regarding your use of this website.
- 2.3 We may modify, withdraw or deny access to this website at any time and shall be entitled to remove or

modify any material that you send or post to or from this website.

- 2.4 BetterHome does not guarantee uninterrupted or error-free information and/or the security of this website or that of any stored visitor data.
- 2.5 You may not copy, redistribute, republish (whether online or offline) or otherwise make the materials on this website available to anyone else without BetterHome's written consent. You may, however, print, cache or download materials from this website for your personal, non-commercial use provided that -
- 2.5.1 no materials are modified in any way;
- 2.5.2 no graphics are used separately from accompanying text;
- 2.5.3 our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material;
- 2.5.4 if you have our permission to provide these materials to another person, you ensure they are made aware of these restrictions; and
- 2.5.5 you will remove any cached content upon request therefor by BetterHome.
- 2.6 BetterHome will be entitled, without prejudice to any other rights which it may have, to lay criminal charges, suspend your access to this website and/or claim all damages, losses, liabilities and expenses incurred by BetterHome from you resulting from or attributable to your use of this website and/or a breach by you of these website terms and conditions and/or applicable laws.

### **3 Content**

- 3.1 This website is intended to provide general information regarding us, our products and services, and other financial information which may be of interest to you. It is not intended to provide exhaustive and complete information in relation to any subject that may be dealt with on the website.
- 3.2 The information on this website including all research, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. If the website contains statements or information which relate to projections, plans or objectives or future economic performance you should be aware that these projections are only predictions and that actual events or results may differ materially. Before making any decision or taking any action, which might affect your personal finances or business, you should take appropriate advice from a suitably qualified person.
- 3.3 The website may include technical, typographical or other inaccuracies and you are urged to contact us to confirm all information contained on this website before placing any reliance on it. Changes are periodically made to the information on this website and these changes will be incorporated in new editions of this website. We reserve the right to alter or amend any criteria or information set out in this website without notice.
- 3.4 We do not make representation that information and materials on this website are appropriate for use in all jurisdictions available on the web, or that transactions, securities, products, instruments or services offered on this website are available or indeed appropriate for sale or use in all jurisdictions, or by all investors or other potential clients. Those who access this website do so on their own initiative, and are therefore responsible for compliance with applicable local laws and regulations. By accessing each site, the User has agreed that he/she has reviewed the website in its entirety including any legal or regulatory

terms.

- 3.5 Any use of the information made available by means of the website is entirely at the User's own risk and it is the User's sole responsibility to evaluate the currency, accuracy, completeness and usefulness of all such information prior to relying on the same.
- 3.6 The website may contain links to other websites, which are not under our control. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. BetterHome does not endorse the views, opinions, products, services and/or recommendations included in any website linked to this website.
- 3.7 The information in our emails may be confidential and/or legally privileged. It is intended solely for the addressee. Access to our emails by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on it, is prohibited and may be unlawful. Whilst all reasonable steps are taken to ensure the accuracy and integrity of information and data transmitted electronically and to preserve the confidentiality thereof, no liability or responsibility whatsoever is accepted if information or data is, for whatever reason, corrupted or does not reach its intended destination.

#### **4 No offer**

- 4.1 Unless you conclude a transaction with BetterHome through this website, nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these terms and conditions which govern the relationship between us in relation to your use of the website. No information or content contained on this website should be taken as an offer by us.
- 4.2 BetterHome acts solely as a facilitator and/or broker in relation to the provision of the applicable financial products referred to on any of its websites. The provision of the financial products referred to on this website is subject to the registration, procedures and approvals criteria stipulated by the relevant third party product provider(s). All services offered by us are accordingly subject to completion (in the manner required) of the requisite application forms and other documentation and are governed by our relevant terms and conditions.
- 4.3 All calculations done through the use of software or calculators supplied on these pages, including but not limited to bond repayment calculations, are guidelines only and are subject to final confirmation by the third party product provider, if and when, a transaction between the User and the third party product provider is concluded.
- 4.4 We reserve the right to reject at our absolute discretion any application submitted for services contained on this website. If you make a contract with a third party who is named or referred to on this website, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

#### **5 Personal and confidential information**

- 5.1 If you transmit, post or register any of your personal information (as that term is defined in the Protection of Personal Information Act 4 of 2013) on or through this website, you consent to the use of your personal information in accordance with our Privacy Policy available on this website.
- 5.2 Please be aware that any unsolicited personal, confidential or proprietary information sent to us via the

Internet cannot be guaranteed to remain confidential. If you need to send such information to us and are concerned about the security of this information please contact us and we will advise you of the most appropriate method of transmission.

- 5.3 Notwithstanding any obligations that we may have in terms of applicable laws to protect or keep your personal information confidential, BetterHome will be entitled to disclose your personal information to any law enforcement authorities or pursuant to a court order requiring it to so disclose your personal information for any reason, including in relation to any criminal investigation and/or in respect of any breach of these terms and conditions and/or applicable laws.
- 5.4 Personal information that may be collected and processed utilising this website is shared transborder for purposes of safe record keeping.
- 5.5 You can share personal information via the website, but you may be required to provide further personal information being shared on any other adequate platforms including but not limited to contacting us via a phone call, WhatsApp, Email, SMS or any other digital means.

## **6 Transmission of information**

- 6.1 Your attention is drawn to the fact that information transmitted *via* the Internet is susceptible to monitoring and interception. You will bear all risk of transmitting information in this manner. Whilst BetterHome endeavours to protect the User's information from scrutiny by any third party, use of the website is entirely at the User's risk. BetterHome gives no warranties and will not be liable for any damage or costs the User might incur as a result of transmitting information to us through the website, use of the website and/or any unauthorised viewing of the User's information on the website by third parties.
- 6.2 With the exception of personal and private information, any material you send or post to this website shall be considered non-proprietary and not confidential and BetterHome shall not be liable for any such material that you send or post. BetterHome shall be entitled to use, publish and distribute that information in any manner it sees fit.
- 6.3 You shall not post or send to or from this website any material or software -
- 6.3.1 in respect of which you do not have authority and/or all necessary consents, permits and/or licences;
- 6.3.2 that is harmful including, without limitation, damaging code, trojan horses, viruses, corrupted or incorrect data and/or other potentially harmful software;
- 6.3.3 that is unlawful, discriminatory, threatening, libellous, obscene, pornographic, defamatory, encourages conduct which incites violence, criminal acts or other unlawful conduct that would attract delictual or contractual liability, or is otherwise in contravention of the laws of the Republic of South Africa; and
- 6.3.4 that constitutes or performs 'deep-linking', 'embedding', 'scraping' or other similar actions.
- 6.4 We reserve the right to request independent verification of any information transmitted *via* e-mail.

## **7 Cookie and other tracking technologies**

- 7.1 This website may use cookie and tracking technology to gather information such as browser type and operating system, tracking the number of visitors to this website, and understanding how visitors use this website in order to assist BetterHome with customising this website for visitors. You can set your

browser to notify you if “cookies” are to be transferred or to reject “cookies”. You may also choose to not consent to us making use of “cookies” when the consent pop-up is presented to you.

7.2 Cookies cannot access data on your hard drive and only store information from your browser but cookies may be tied to personal information that you submit on this website. Only aggregate cookie and tracking information may be shared with third parties.

7.3 You expressly give your consent for us to monitor your internet and e-mail traffic on our website for the following purposes –

7.3.1 to enhance and customise our websites for visitors;

7.3.2 to ensure that users and visitors are not acting illegally, unlawfully or in breach of these terms and conditions; and

7.3.3 to detect and investigate unauthorised use of this website and to maintain the integrity and security of our website and information technology systems.

## **8 Limitation of liability and indemnity**

8.1 Whilst we try and ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. Our liability to you as explained below remains unaffected by this.

8.2 We do not accept any liability for –

8.2.1 any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the website (or any of the pages therein contained) and/or transactions or actions resulting therefrom;

8.2.2 any acts or omissions resulting from your decision or opinion formed on the basis of your use of the website, it being recorded that use of this website is at your sole risk;

8.2.3 any loss or damage whatsoever and howsoever arising as a result of your use of, transmission of information utilising or reliance on the information contained on the website;

8.2.4 any physical loss or damage to your computer as a result of your use of this website, including any damage arising as a result of a virus; and/or

8.2.5 business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

8.3 These terms and conditions do not exclude our liability (if any) to you for fraud and/or any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

8.4 You indemnify (or promise to protect) BetterHome against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your access to or use of this website.

## **9 BetterBond and MortgageMax Service Waiver**

9.1 The services provided by the divisions of BetterLife Origination Services Proprietary Limited, namely

BetterBond and MortgageMax, are not intended to be financial, tax or legal advice and should not be construed as such. BetterBond and MortgageMax and their service partners are not financial planners, financial brokers or tax advisers. Your personal financial situation is unique, and it is your responsibility, given your financial and other individual circumstances, to use any information and advice obtained through these services appropriately and responsibly when implementing your decisions. Before making any financial decisions or implementing any financial strategy, you should obtain advice from your accountant or other financial advisor who are fully aware of your individual circumstances and never take up a home loan that will stretch your repayment capacity to its maximum.

- 9.2 As part of services provided by BetterBond and MortgageMax, it is noted that this information collected shall, within reason be shared, for the purpose of which it was collected, with companies within or affiliated with the BetterHome group (including, without limitation, the entities listed in clause 15 below, SwitchX Proprietary Limited and Loom Property Insights Proprietary Limited), financial institutions, registered credit providers as well as service providers to accomplish the objective regarding the respective intended purpose including but not limited to credit checks, fraud checks, checks with and reporting to the South African Fraud Prevention Service and for research purposes.
- 9.3 All information regarding the financial products referred to on this website, including information in respect of the terms and conditions applicable to such financial products and services, interest rates or any other matter is intended as a guideline only and is subject to change without notice.
- 9.4 The terms and conditions which will apply to any financial product purchased by you from any third party product provider will be the terms and conditions set out in the written document relating to such financial product finally issued by the third party product provider at the time of purchase.
- 9.5 If the User's application for any financial product is a joint application or involves another party such as a surety, these terms and conditions will also apply to such other applicant or another party, and the User warrants that the User will inform such other applicant or another party of these terms and conditions. Services provided by BetterBond and MortgageMax make provision for more than one applicant per application. It is noted that each application is treated as confidential, however each application with co-applicants are submitted as required and it can not be guaranteed that the respective co-applicants personal information will not be disclosed to the other co-applicant during the course of the bond application process up to registration thereof.

## **10 MortgageMax Licensee Information**

- 10.1 The MortgageMax Licensee means the person or business actioning the origination services which is party to the Agreement with the Licensor ("MortgageMax") and undertakes to engage in the licensed Business under the Licensed Brand on the terms and conditions of their signed Licensing Agreement.
- 10.1.1 "Agreement" means the written agreement entitled "MortgageMax Licensing Agreement", all annexures thereto and all addenda which may be concluded in writing by the Parties from time to time.
- 10.1.2 "Licensed Brand" means the MortgageMax brand, including the logo, as further described in the style guide.
- 10.2 "Origination" means the process which commences with the Licensee when identifying you as a prospective applicant for Mortgage Bond Finance to be secured by a Mortgage Bond and encompasses the process of:
- 10.2.1 the Licensee completing an Application for the relevant Financial Institution/s on your behalf.

- 10.2.2 obtaining and collating all documentation required to support your application for the Mortgage Bond in accordance with the prevailing policy of the Financial Institution concerned including consent to the sale of Value-Add Products by the Licensee or by the Licensor and in the case of a Home Loan, all documentation evidencing the sale of the immovable property (or rights therein), including any addenda thereto.
- 10.2.3 providing information to you in connection with the Mortgage Bond Finance application including, in particular, information – (a) in respect of the pricing (with reference to interest and fees) of the Mortgage Bond Finance; (b) to enable you to establish your financial capacity to contract and afford the specific Mortgage Bond Finance required; and (c) regarding the Financial Institution's rights to insure the Property against damage and destruction.

## 11 Credit Report Service Provider Terms

- 11.1 Should you choose to make use of our services, you consent to a credit check being done as part of the BetterHome services you elect to use. It is noted that you then consent to the registered credit bureau's terms being the following:
- 11.1.1 To contact, request and obtain credit information (for the avoidance of doubt this includes any and all information held on my profile by the Credit Bureau including payment profile information) from a registered credit bureau for any purpose including to verify your identity, perform an assessment of your behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness, or risk associated with doing business with you or your company's representative or another related purposes in any format (including in pdf, xml or raw data string) available and to continuously access your information from the credit bureau for as long as you may have a relationship with the BetterHome or any of its subsidiaries and for a period of 24 (twenty-four) months thereafter.
- 11.1.2 make any reasonable enquiries to verify and research any details provided by you or your representative to the BetterHome or any of its subsidiaries;
- 11.1.3 to access the information in any format, including online, batch and raw xml string and you consent that the enquiry should not be displayed on your credit profile if the enquiry was not performed for credit application purposes.

## 12 Personal loans

BetterHome offers services relating to the procurement of personal loans. If you require a personal loan, BetterHome will submit your details to various registered credit providers (that may change from time to time) and/or to Monify Proprietary Limited in order to procure various quotes for personal loans.

## 13 Intellectual Property

- 13.1 BetterHome is the sole and exclusive owner of all right, title and interest in and to the intellectual property rights inherent to, or contained in, the website (including but not limited to trademarks, copyrights, patents, trade names and trade secrets), as well as all proprietary information and services listed on (and/or accessed via) the website, including information and services relating to property listings, home valuations, financial wizards and underlying databases.
- 13.2 Unauthorised usage of BetterHome's intellectual property rights shall constitute an offence and shall render the offender liable to prosecution. BetterHome will be entitled, without prejudice to any other rights which it may have, to claim all losses, damages and/or expenses incurred by BetterHome as a

result of any unauthorised use of BetterHome's intellectual property rights.

- 13.3 The User may not sub-license, resell, republish (including internet posting, electronic mailing, faxing, archiving in a public database, redistributing via a computer network, or in a printed form to third parties), reproduce, retransmit, disseminate, sell, broadcast, commercially exploit, adapt or circulate any information on (or accessed via) the website without the express written consent of BetterHome (which consent may be refused at BetterHome's sole and absolute discretion).

#### 14 Abuse of website

- 14.1 The User may not use the website in any manner that could damage, disable, overburden, or impair any BetterHome server, or the network(s) connected to any BetterHome server, or interfere with any other party's use of the website.
- 14.2 The User may not attempt to gain unauthorised access to any products, services, other accounts, computer systems or networks connected to any BetterHome server or to any of the products or services through hacking, password mining or any other means.
- 14.3 The User may not, unless authorised by BetterHome in writing, use the website in any manner for the purposes of conducting any business that is in competition with the business of BetterHome, including any bond origination or insurance broking business, whether by spamming, forwarding the User's contact details and other business related information to any estate agent that has listed any property on this website, or otherwise.
- 14.4 Without limiting the rights and remedies of BetterHome, BetterHome may deny the User access to all or any part of this website(s) without notice if the User engages in any conduct or activities that BetterHome believes in its sole and absolute discretion are contrary the import and intent of this restriction.

#### 15 Queries and complaints

- 15.1 If you have any queries or comments in relation to the website and/or these terms and conditions or should you no longer wish to receive communications from BetterHome, please contact us at this address:

BetterHome Group	<b>Complaintsandqueries@betterhome.co.za</b>
BetterBond	info@BetterBond.co.za
MortgageMax	info@mortgagemax.co.za
BetterSure	marketing@bettersure.co.za

#### 16 Disclosures required under section 43 of the Electronic and Communications Transactions Act 25 of 2002 ("ECT Act")

- 16.1 To the extent that section 43 of the ECT Act is or may in future become applicable, the following disclosures are made –

Entity	Registration number	Physical address and domicile	Telephone number	Website address	Email address	Directors	Regulatory registrations	Membership of industry bodies	Terms relating to Supply of services
BetterHome Group Limited	1992/000443/06	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave	0115165500	<b>www.betterhome.co.za</b>	<a href="mailto:info@BetterHome.co.za">info@BetterHome.co.za</a>	<ol style="list-style-type: none"> <li>Botha, R;</li> <li>Bruyns, C;</li> <li>Ncguka, B;</li> <li>Cuba, A;</li> </ol>	N/A	N/A	Standard terms and conditions provided to you



		and18th Str, Hazelwood, Pretoria, 0081				5. Fleisschauer, K; 6. De Abreu, J; 7. Le Roux, J.D; 8. Small, J.W Alt: Van der Watt, L.			
BetterLife Origination Services (Pty) Ltd	2001/003552/07	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave and18th Str, Hazelwood, Pretoria, 0081	0115165500	www.betterbond.co.za  www.mortgage max.co.za	Legal@betterLife.co.za	1. Botha, R; 2. Sevell, B; 3. Ncguka, BT	N/A	MORCSA	Standard terms and conditions provided to you
BetterSure Financial Consultants (Pty) Ltd	2005/024995/07	The Wedge, 43 Garsfontein Road, Waterkloof, Pretoria, 0081	086 124 9294	www.bettersure.co.za	marketing@bettersure.co.za	1. Budler, R; 2. Stoman, C	Authorised Financial Services Provider with the Financial Sector Conduct Authority, FSP	FSCA	Standard terms and conditions provided to you
BetterSure Insurance Brokers (Pty) Ltd	2008/011624/07	The Wedge, 43 Garsfontein Road, Waterkloof, Pretoria, 0081	086 124 9294	www.bettersure.co.za	marketing@bettersure.co.za	1. Budler, R; Botha, R	Authorised Financial Services Provider with the Financial Sector Conduct Authority, FSP	FSCA	Standard terms and conditions provided to you
Resize Home Loans (Pty) Ltd	2020/037390/07	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave and18th Str, Hazelwood, Pretoria, 0081	0115165500	www.resize.co.za	Legal@BetterHome.co.za	1. Bruyns, C 2. Small, J.W	Registered Credit Provider with the National Credit Regulator NCRCP	N/A	Standard terms and conditions provided to you
BlueDoor Investments (Pty) Ltd	2021/530550/07	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave and18th Str, Hazelwood, Pretoria, 0081	0115165500	www.betterhome.co.za	Legal@BetterHome.co.za	1. Bruyns, C 2. Eagar, T 3. Small, J.W	N/A	N/A	N/A
Snappy Home (Pty) Ltd	2015/220464/07	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave and18th Str, Hazelwood, Pretoria, 0081	0115165500	https://amplifi.social	hello@amplifi.social	1. Botha, P; 2. Bruyns, C; 3. Small, J.	N/A	N/A	Standard terms and conditions provided to you
Private Property (Pty) Ltd	2012/065291/07	The Club Retail, 2 <sup>nd</sup> Floor, cnr of Pinaster Ave and18th Str, Hazelwood, Pretoria, 0081	<a href="tel:0873511166">087 351 1166</a>	www.privateproperty.co.za	<a href="mailto:support@privateproperty.co.za">support@privateproperty.co.za</a>	1. D'Hotman De Villiers St Pol, D; 2. Dyer, R 3. Jenkins, P; 4. Mseka, T; 5. Naidoo, S; 6. Rubin, A; 7. Scholtz, P; 8. Botha, P; 9. Bruyns, C	N/A	N/A	Standard terms and conditions provided to you

16.2 Disclosure in terms of section 44 of the ECT Act: to the extent that section 44 of the ECT Act is applicable, you are entitled to exercise the cooling off rights set out in section 44 (read with section 42) of the ECT Act.

## 17 General

- 17.1 These terms and your use of this website are governed by and construed in accordance with laws of the Republic of South Africa and any disputes will be decided only by the courts of the Republic of South Africa. The User hereby agrees, consents and submits to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from these stated terms and conditions.
- 17.2 These terms and conditions constitute the entire agreement between BetterHome and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by BetterHome from the User. Save as provided in clause 1.4, no variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by BetterHome and the User or their duly authorised representatives.
- 17.3 If any part of these terms and conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the rest of the terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
- 17.4 If an existing Client is identified on the Targeted Financial Sanctions list, any business proceedings conducted with that Client by BetterHome or its subsidiaries that are accountable institutions will be terminated. All related funds held by the relevant subsidiary will be frozen and retained. The AML Officer of the accountable subsidiary will accordingly report the matter to the Financial Intelligence Centre in accordance with applicable regulations.
- 17.5 Legal notices and other legal documentation addressed to BetterHome must be sent by registered post or delivered by hand to the address nominated below, which we choose as our *domicilium citandi et executandi*. The User may not send any notice or legal document to BetterHome by fax or SMS or email.
- 17.6 Any failure by BetterHome to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 17.7 A certificate issued by an administrator of this website shall constitute *prima facie* proof of any fact related to this website, including but not limited to which version of the terms and conditions govern a particular dispute and what content was published or functionality was available on the website at a specific point in time.