

# WEBSITE TERMS OF USE

EasyProperties

## Physical Address

16th Floor, 25 Owl Street  
Braamfontein Werf  
Johannesburg, 2029

## Postal Address

Postnet Suite 247  
Private Bag X1  
Melrose Arch, 2076

## Contact

(T) 087 940 6000  
(E) [helpme@easyproperties.co.za](mailto:helpme@easyproperties.co.za)  
(W) [www.easyproperties.co.za](http://www.easyproperties.co.za)

1

**TABLE OF CONTENTS**

1. AGREEMENT BETWEEN USER AND EASYPROPERTIES.....	3
2. MODIFICATION OF THESE TERMS OF USE.....	3
3. LINKS TO THIRD PARTY SITES.....	3
4. NO UNLAWFUL OR PROHIBITED USE .....	3
5. USE OF COMMUNICATION SERVICES .....	3
6. MATERIALS PROVIDED TO EASYPROPERTIES OR POSTED AT ANY EASYPROPERTIES WEBSITE .....	4
7. LIABILITY DISCLAIMER .....	5
8. TERMINATION/ACCESS RESTRICTION.....	5
9. GENERAL .....	5
10. INTERCEPTION AND MONITORING .....	6
11. PRIVACY.....	6
12. COPYRIGHT AND TRADEMARK NOTICES.....	6

**1. AGREEMENT BETWEEN USER AND EASYPROPERTIES**

- 1.1 Any reference to the EasyEquities Website includes reference to EasyProperties.
- 1.2 The EasyProperties Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the EasyProperties Website constitutes your agreement to all such terms, conditions, and notices.

**2. MODIFICATION OF THESE TERMS OF USE**

EasyProperties reserves the right to change the terms, conditions, and notices under which the EasyProperties Website is offered, including but not limited to the charges associated with the use of the EasyProperties Website.

**3. LINKS TO THIRD PARTY SITES**

The EasyProperties Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of EasyProperties not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EasyProperties is not responsible for webcasting or any other form of transmission received from any Linked Site. EasyProperties is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EasyProperties of the site or any association with its operators.

**4. NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the EasyProperties Website, you warrant to EasyProperties that you will not use the EasyProperties Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the EasyProperties Website in any manner which could damage, disable, overburden, or impair the EasyProperties Website or interfere with any other party's use and enjoyment of the EasyProperties Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the EasyProperties Websites.

**5. USE OF COMMUNICATION SERVICES**

- 5.1 The EasyProperties Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send

and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- (1) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (2) Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- (3) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- (4) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- (5) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- (6) Conduct or forward surveys, contests, pyramid schemes or chain letters.
- (7) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- (8) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- (9) Restrict or inhibit any other user from using and enjoying the Communication Services.
- (10) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- (11) Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- (12) Violate any applicable laws or regulations.

5.2 EasyProperties has no obligation to monitor the Communication Services. However, EasyProperties reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. EasyProperties reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

5.3 EasyProperties reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EasyProperties' sole discretion.

5.4 Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. EasyProperties does not control or endorse the content, messages or information found in any Communication Service and, therefore, EasyProperties specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized EasyProperties spokespersons, and their views do not necessarily reflect those of EasyProperties.

## 6. **MATERIALS PROVIDED TO EASYPROPERTIES OR POSTED AT ANY EASYPROPERTIES WEBSITE**

6.1 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

6.2 EasyProperties does not claim ownership of the materials you provide to EasyProperties (including feedback and suggestions) or post, upload, input or submit to any EasyProperties Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting EasyProperties, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses

including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

- 6.3 No compensation will be paid with respect to the use of your Submission, as provided herein. EasyProperties is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in EasyProperties's sole discretion.
- 6.4 By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## 7. **LIABILITY DISCLAIMER**

- 7.1 The information, software, products, and services included in or available through the EasyProperties Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. EasyProperties and/or its suppliers may make improvements and/or changes in the EasyProperties Website at any time. Advice received via the EasyProperties Website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- 7.2 EasyProperties and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the EasyProperties Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. EasyProperties and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 7.3 To the maximum extent permitted by applicable law, in no event shall EasyProperties and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the EasyProperties Website, with the delay or inability to use the EasyProperties Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the EasyProperties Website, or otherwise arising out of the use of the EasyProperties Website, whether based on contract, delict, negligence, strict liability or otherwise, even if EasyProperties or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the EasyProperties Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the EasyProperties Website.

SERVICE CONTACT: [helpme@Easyproperties.com](mailto:helpme@Easyproperties.com)

## 8. **TERMINATION/ACCESS RESTRICTION**

EasyProperties reserves the right, in its sole discretion, to terminate your access to the EasyProperties Website and the related services or any portion thereof at any time, without notice.

## 9. **GENERAL**

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Website and these terms of use. You agree that no joint venture, partnership, employment, or agency relationship exists between you and EasyProperties as a result of these terms of use or use of the EasyProperties Website. EasyProperties' performance under these terms of use is subject to existing laws and legal process, and nothing contained in these terms is in derogation of EasyProperties' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the EasyProperties Website or information provided to or gathered by EasyProperties with respect to such use. If any part of these terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect. Unless otherwise specified herein, these terms constitute the entire agreement between the user and EasyProperties with respect to the EasyProperties Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EasyProperties with respect to the EasyProperties Website. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same

extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these terms and all related documents are drawn up in English.

10. **INTERCEPTION AND MONITORING**

You agree that your communications on this Website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the Owner or any other competent authority.

11. **PRIVACY**

Your use of the Website is further subject to the provisions contained in the Statement of Privacy published on the EasyProperties Website.

12. **COPYRIGHT AND TRADEMARK NOTICES**

12.1 All titles, content, trademarks, artwork, and associated imagery are trademarks and/or copyright material of their respective owners. All rights reserved.

12.2 The materials available through this Website and other websites owned or provided by EasyProperties are the property of EasyProperties or its licensors, and are protected by copyright and other intellectual property laws. You may view, copy and print pages from the Website only (1) for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices, or (2) for communicating with EasyProperties about a company product or service. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of EasyProperties

12.3 Any rights not expressly granted herein are reserved.