

# FUSION TERMS OF USE

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**IMPORTANT NOTICE**

THESE TERMS OF USE ARE EFFECTIVE AS SOON AS YOU ACCESS PRIVATE PROPERTY'S SOFTWARE AND COMPRISE A BINDING CONTRACT BETWEEN YOU AND PRIVATE PROPERTY. IF YOU DO NOT ACCEPT THE TERMS OF USE YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE FROM ACCESSING PRIVATE PROPERTY'S SOFTWARE AND/OR AND MAKING USE OF ANY OF THE SERVICES PROVIDED THEREON. PRIVATE PROPERTY MAY AMEND THE TERMS OF USE FROM TIME TO TIME WITHOUT ANY NOTICE TO YOU. BY ACCESSING PRIVATE PROPERTY'S WEBSITE YOU AGREE TO BE BOUND TO THE VERSION OF THE TERMS OF USE PUBLISHED THERE AT THE TIME OF ANY VISIT TO PRIVATE PROPERTY'S WEBSITE. YOU AGREE TO VIEW THE CURRENT VERSION EACH TIME YOU ACCESS PRIVATE PROPERTY'S WEBSITE.

**BY CONTINUING, YOU CONFIRM YOU HAVE READ THE TERMS OF USE AND UNDERSTAND THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN. YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS OF USE AND GRANT TO PRIVATE PROPERTY THE RIGHTS SET FORTH HEREIN.**

**YOU FURTHER WARRANT THAT YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE ENTITY YOU REPRESENT AND THAT SUCH ENTITY AGREES TO BE BOUND BY THESE TERMS OF USE.**

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## 1. DEFINITIONS

“**authorisations**” means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfill your obligations under these Terms of Use.

“**PRIVATE PROPERTY**”, “**our**”, “**us**”, or “**we**” means PRIVATE PROPERTY SOUTH AFRICA **2012/065291/07** (Proprietary) Limited, South African company registration number.

“**PRIVATE PROPERTY staff**” means any of PRIVATE PROPERTY’s directors, employees, agents, contractors and/or consultants, as the case may be.

“**materials**” means the content, trademarks, copyrights, data, and other material, including but not limited to, text, documents, graphics, logos, icons, hyperlinks, private information, and designs contained on our website.

“**regulatory provision**” means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the website and/or use of the services.

“**services**” means any of the software services/solutions provided by us via our software.

“**Terms of Use**” means the contract between you and PRIVATE PROPERTY, as recorded by the terms contained in this document.

“**transaction**” means an electronic transaction of a commercial nature or non-commercial nature, and includes the provision of information.

“**website**” means PRIVATE PROPERTY’s website on the Internet consisting of its home page with the address **www.privateproperty.co.za** and upon which these Terms of Use appear, and other web pages under the control of PRIVATE PROPERTY and linked by hyperlink to the home page or each other.

“**You**” and/or “**your**” means you, the person (natural and/or legal) accessing our website and/or making use of the services provided thereon, and includes the person you represent in any transaction when making use of the services.

## 2. SUPERSESSION

Should any of the terms contained in these Terms of Use conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures, with PRIVATE PROPERTY, then those terms, to the extent of any conflict, contained in such other agreement shall prevail.

## 3. NON-CONFIDENTIAL AND NON-PROPRIETARY INFORMATION

Other than personal information, which is covered under the privacy policy on our website, any material, information or other communication you transmit or post to the website will be considered non-confidential and non-proprietary.

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You are prohibited from posting or transmitting to or from the website any unlawful, threatening, defamatory, obscene, pornographic, or other material that would violate any applicable law.

#### **4. LINKS TO AND FROM OTHER WEBSITES**

Links to third party websites on our website are provided solely as a convenience to you. If you use these, links, you will leave our website and/or our secure environment. We have not reviewed any/all of these third party websites and do not control and are not responsible for any of these websites or their content. Thus, we do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website.

#### **5. INTELLECTUAL PROPERTY**

All right, title, and interest in and to the materials belong exclusively to us and/or our licensors and/or suppliers and are copyrighted and protected by law. The materials may not be copied, reproduced, modified, published, uploaded, posted, to other websites or otherwise distributed in any way, without our prior written permission. Except as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any express or implied right to you to use or reproduce the materials. All our rights are reserved.

#### **6. ELECTRONIC COMMUNICATIONS**

When you make use of any of the services and/or send e-mails to us, you consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be "in writing".

#### **7. PIN CODE AND/OR DIGITAL ID**

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PIN) and/or digital identity that may be issued to you and used, amongst other things, to identify you to the website, and shall be fully responsible for all activities that occur under such PIN code, or digital identity, as the case may be, and with or without your knowledge.

You agree to immediately notify PRIVATE PROPERTY of any compromise, or suspected compromise, of any PIN code and/or digital identity, as the case may be, and you indemnify us against any loss, damage, or injury arising from your failure to comply herewith.

#### **8. SECURITY**

Should you deliver or attempt to deliver any damaging code to our website or attempt to gain unauthorised access to any page on our website, you shall be prosecuted and damages will be claimed from you in the event that we suffer any damage or loss. You acknowledge and agree to use our website for lawful purposes only. In this regard you may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you, (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other code or instructions that are designed to distort, delete, damage or disassemble our website(s) or the communication, (c) send any

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unsolicited commercial communication not permitted by applicable law, or (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable.

## **9. SOFTWARE DOWNLOADED**

Software made available for download, if any, on or via our website is governed by license terms that establish a binding contract with a licensor. You indemnify us against any breach of these license terms. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

## **10. SERVICES AVAILABLE ON PRIVATE PROPERTY'S WEBSITE**

Certain of the services made available for use via our website may be governed by license terms and that establish a separate binding contract with a licensor/service provider. You indemnify us against any breach of these license/service provider terms. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such services, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

## **11. COMPLIANCE WITH LEGISLATION**

You shall at your own risk and expense procure all authorisations that you may require to access the website and/or make use of the services. We do not make any representations, nor give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third party.

You agree to comply shall at all times with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the services.

## **12. DISCLAIMER**

**YOUR USE OF THIS SOFTWARE, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER.** WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **13. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS, THE PRIVATE PROPERTY STAFF, AND ANY COMPANY FORMING PART OF THE PRIVATE PROPERTY GROUP OF COMPANIES WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF OUR SOFTWARE, THE SERVICES, AS SET FORTH BELOW.

IN NO EVENT ARE WE, OUR LICENSORS, OUR SUPPLIERS, THE PRIVATE PROPERTY STAFF, AND ANY COMPANY FORMING PART OF THE PRIVATE PROPERTY GROUP LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE AND/OR THE SERVICES, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, THE PRIVATE PROPERTY STAFF, AND ANY COMPANY FORMING PART OF THE PRIVATE PROPERTY GROUP HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH OUR SOFTWARE AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.

#### 14. GENERAL

WE MAY AMEND THESE TERMS OF USE FROM TIME TO TIME. BY ACCESSING OUR WEBSITE YOU ARE BOUND TO THE VERSION OF THE TERMS OF USE PUBLISHED THERE AT THE TIME OF ANY VISIT TO OUR WEBSITE. YOU AGREE TO VIEW THE CURRENT VERSION EACH TIME YOU ACCESS OUR SOFTWARE.

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these Terms of Use shall nonetheless remain in full force and effect. The failure by us at any time to require performance of any of the terms hereof shall in no manner affect our rights at a later time to enforce the same.

These Terms of Use are governed by and construed in accordance with South African law. Any legal proceedings arising out of or relating to these Terms of Use will be subject to the jurisdiction of the South African courts.

#### 15. CONTACT INFORMATION

Company name	PRIVATE PROPERTY (Pty) Ltd
Registration number	2012/065291/07
Physical address	Level 1, 21 Richeford Circle, Ridgeside Office Park, Umhlanga Ridge, 4319
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Telephone number	(031) 583 2818