



APPLICATION/WEBSITE TERMS AND CONDITIONS OF USE

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the provisions of this Agreement nor any clause hereof. In this Agreement, unless a contrary intention clearly appears:

1.1. Words Importing

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and *vice versa*; and

1.1.3. natural persons include created entities (incorporated or unincorporated) and *vice versa*;

1.2. The following terms shall have the meanings assigned to them hereunder, unless the context indicates otherwise, and cognate expressions shall bear corresponding meanings, namely:

1.2.1. **“Agreement”** and **“Terms and Conditions”** shall mean the content of this document, together with any annexures, appendices, amendments and updates hereto;

1.2.2. **“Company”** shall mean EQF Tenant Coordinators (Pty) Ltd, a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 2012/158751/07 and with its registered address at 441 King Highway, Lynnwood, Pretoria, Gauteng, the Republic of South Africa, and shall include its agents, representatives of any form, associates, affiliates, subsidiaries, shareholders, directors, and employees;

1.2.3. **“Content”** shall mean the content currently or anticipated to be displayed on the Website, and shall include, but shall not be limited to confidential information, client lists, literary works, marketing and business information, musical works, artistic works, sound recordings, cinematograph films, sounds and television broadcasts, program-carrying signals, proprietary works, published editions and computer programs, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations, software, and other any other elements making up the Website;

1.2.4. **“Owner(s)”** shall mean the Company, or any third party owner(s) (as they case may be) of the proprietary rights in and to the Content of the Website, and its respective agents, representatives of any form, associates, affiliates, subsidiaries, shareholders, directors, and employees;

1.2.5. **“User”** shall mean any user of the Website;

1.2.6. **“Website”** shall mean the Company’s website located at the domain name ;

1.2.7. **“Parties”** shall mean the Company and the User, and “Party” shall mean any one of them as the context may indicate.



1.3. Any provision of this Agreement imposing a restraint, prohibition or restriction on the User shall be so construed that the User is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by all representatives of the User accessing and/or using the Website under, by arrangement with, or at the invitation of the User (without limiting the generality of this provision) its representatives, associates, directors, members, officers, employees, agents and customers of the User.

1.4. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on the Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.6. Expressions defined in this Agreement shall bear the same meanings in schedules, annexures, addendums and amendments to this Agreement which do not themselves contain their own definitions;

1.7. This document shall not be interpreted against the Party responsible for preparing and drafting it, in other words the *contra proferentem* rule shall not apply to the interpretation of this document;

1.8. The use of the word “including” shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of this Agreement).

2. RECORDAL

2.1. This Agreement governs the User’s use of the Company’s Website.

2.2. By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out herein.

2.3. If the User does not wish to be bound by this Agreement, the User may not access, display, use, download, and otherwise copy or distribute the Website, or any Content thereof.

3. AMENDMENT OF THE TERMS AND CONDITIONS

3.1. The Company reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions of this Agreement from time to time.

3.2. Any changes to this Agreement will become effective upon such changes being posted on the Website.

3.3. The onus rests on the User to periodically check the Terms and Conditions on the Website for any changes or updates therein contained.

3.4. The User’s continued use of the Website following the posting of any changes or updates shall be considered notice of the User’s acceptance to abide by, and be bound by these Terms and Conditions, including any changes or updates hereto.



4. ECTA REQUIREMENTS

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“ECTA”), Act No 25 of 2005, the Company makes the following information available to the User:

4.1. The Company is EQF Tenant Coordinators (Pty) Ltd, a private limited company duly registered and existing under the laws of the Republic of South Africa with registration number 2012/158751/07 and:

4.1.1. with its registered and postal address at 441 Kings Highway, Lynnwood, Pretoria, Gauteng, the Republic of South Africa;

4.1.2. with Contact number +2787 943 7163;

4.1.3. registered in Pretoria and accepting legal service at 441 Kings Highway, Lynnwood, Pretoria, Gauteng, the Republic of South Africa;

4.1.4. with its sole director being Robin Evaristo Gaunt with identity Number 661007 5101 089;

4.1.5. with its main business being tenant coordination within the retail environment;

4.1.6. with website address, email address info@eqf.co.za and facsimile number +2786 504 1310.

5. USERNAME & PASSWORD

5.1. On accessing the Website the User will be asked to set up an online profile, which will include a username (email address) and password.

5.2. It is the User’s responsibility to keep this information confidential and not to disclose this information to any third party. The User is requested to immediately inform the Company in the event that he/she believes that his/her information has been compromised.

5.3. Once the User’s online profile has been set up, the services of the Company will be instantly available as downloadable files.

5.4. Downloaded files cannot be returned by the User to the Company. The User acknowledges that its cooling-off rights in terms of section 44 of ECTA do not apply in the event that the downloaded files constitute audio- or video recordings, software, newspapers, periodicals, magazines or books, in accordance with section 42 of ECTA.

5.5. The Company reserves its right to terminate a User’s account at its sole discretion.

6. COMPLAINTS AND DISPUTES

Users may file complaints by way of email or facsimile to the address or number stipulated in 4.1.6 above.



7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

7.1. The Company and/or third party Owners provide the Content currently or anticipated to be displayed on the Website.

7.2. All Content, and the compilation of the Content, belongs to the Owners of such rights, and the Content is protected by South African and international copyright laws.

7.3. The Company reserves the right (at its sole discretion) to make changes to the Website, the Content, or to products or services offered through the Website at any time without notice to the User.

7.4. All rights in and to the Content is reserved and retained by the Owners.

7.5. All Content on the Website is protected by copyrights and other intellectual property rights owned and controlled by the Owners, or by other parties that have licensed or otherwise provided their material to the Company for use on its Website. Except as specifically provided herein or elsewhere on the Website, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express written permission of the relevant Owner.

7.6. No User may add, delete, distort, or otherwise modify the Content of the Website without the prior written consent of the Company and the Owner (where applicable). Any unauthorized attempt to modify any Content, to defeat or circumvent the Company's security features, or to utilize the Website for any purpose other than its intended purposes is strictly prohibited.

8. LIMITED LICENSE TO GENERAL USERS

8.1. The Company grants to the User, subject to the further terms set out in this Agreement, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.

8.2. The User agrees that it will not reproduce, duplicate, copy, resell or otherwise exploit the Website, nor any of the Content displayed thereon for any commercial purpose without the express prior written consent of the Company and the relevant Owner (where applicable).

8.3. The license referred to in 8.1 does not allow the User to collect products or service listings, descriptions or other information displayed on the Website, and does not allow any derivative use of the Website or the Content displayed thereon for the benefit of another merchant.

8.4. The User may not frame nor use framing technologies to enclose the Website, the Content or any part thereof without the express written consent of the Company and the Owner (where applicable).

8.5. Any unauthorised use of the Company's Website or the Content thereof will summarily terminate the license referred to in 8.1 above.



8.6. No other licence, right or permission is granted to the User to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the Website or the Content thereof, including copyright-, trademark-, patent- or other intellectual property rights, unless expressly stated herein.

8.7. No licence, right or permission is granted to the User to use the Website's icons, site address, or other means to hyperlink other internet sites with any page in the Website, and the Company assumes no responsibility for any other party's site hyperlinked to the Website or in which any part has been hyperlinked.

9. LIMITED LICENSE TO REGISTERED USERS

9.1. The Company allows and processes the registration of certain corporate users ("the Registered User") on the Website.

9.2. Subject to the further terms of this Agreement, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download, and otherwise copy the current and future Content of the Website for the purposes agreed to by the Registered User and the Company in writing ("the Agreed Purpose").

9.3. The Website and the Content may only be reproduced, duplicated, copied, resold, visited or otherwise exploited to give effect to the Agreed Purpose.

9.4. The license does not allow the Registered User to collect product, service listings, descriptions or other information displayed on the Website, and does not allow any derivative use of the Website or the Content displayed thereon for the benefit of another merchant.

9.5. The Registered User may not frame nor use framing technologies to enclose the Company's Website or the Content nor any part thereof without the express written consent of the Company and the Owner (where applicable).

9.6. Any unauthorised use of the Company's Website or the Content will summarily terminate the license referred to in 9.2 above.

10. LINKED SITES

10.1. The Website may contain links to other websites that are not controlled or maintained by the Company.

10.2. While the Company tries to include only links to those sites which are in good taste and safe for our Users, the User agrees that the Company will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.

10.3. The use of linked websites is at the User's own risk. The Company encourage all Users to read the terms of use of such other websites. Any inclusion of such links on the Company's Website does not imply the Company's endorsement of the linked site nor the content thereof.

10.4. The Company reserves the right to disable links from third party sites to the Company's Website.



11. LIMITATION OF LIABILITY & DISCLAIMERS

11.1. Subject to section 43(5) and 43(6) of ECTA, if applicable, and to the extent permitted by law, the Website and all Content displayed there, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors and the Company shall not be held liable for any damage, loss or liability of whatsoever nature incurred by whoever as a result thereof.

11.2. The Company make no warranties or representations as to the availability, accuracy or completeness of the Website or the Content displayed thereon, or any third-party content accessible via an Internet link on the Website.

11.3. Neither the Company nor the Owners shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use, or reliance on the Website, the Content displayed thereon or any functionality thereof, or of any linked website, even if the Company is expressly advised thereof.

11.4. The use of the Website and any of its Content is at the User’s sole risk. The User indemnifies and holds the Company and Owners harmless against any loss, injury or damage which may be sustained as a result of the use of the Website or any of the Content displayed thereon.

11.5. Information, ideas and opinions expressed on the Website should not be considered as professional advice by the Company or the Owners.

12. NON ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise on the Website does not necessarily constitute or imply its endorsement, recommendation, or favouring by the Company.

13. PRIVACY, ACCESS TO AND USE OF INFORMATION

13.1. The Company receives various types of information (“the Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in section 1 of ECTA (hereinafter referred to “Personal Information”).

13.2. The Company may electronically collect, store and use Personal Information, including Users’ names, contact details, surfing patterns, email addresses, IP addresses etc.

13.3. The Company voluntarily subscribes to section 51 of ECTA and endeavours to treat Personal Information received by the Company accordingly. Whenever the User is of the opinion that the Company has failed to comply with section 51 of ECTA, the User shall inform the Company thereof by sending an email to support@tweakease.com and the Company will review the User’s representations made by email and, if within the Company’s sole and absolute discretion advisable,



take corrective action and in any event within 20 (twenty) days respond to the User informing him/her about corrective actions taken, if any.

13.4. Despite the aforementioned undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

13.5. The Company and the User voluntarily subscribes to the provisions of the Protection from Harassment Act, Act 17 of 2011 and the Protection of Personal Information Bill (notwithstanding that the aforementioned Bill has not yet been signed into law) and will endeavour to give effect to the respective objectives thereof.

13.6. The Company will not be held responsible for any damages that the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User makes to the Company through the Internet, or that the User expressly or implicitly authorise the Company to make, or for any errors or any changes made to any transmitted information.

13.7. To ensure acquaintance with and awareness of the privacy measures and policies of the Company, the User is urged to take care to read and understand the underlying privacy clauses:

13.7.1. CASUAL SURFING

13.7.1.1. The User may visit the Website without providing any personal information. The User accordingly hereby grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.

13.7.1.2. This information is aggregated to measure the number of visits, average time spent on the Website, the pages viewed, etc. and the Company uses this information to determine the use of the Website, and to improve the Content thereon.

13.7.1.3. The Company assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation

13.7.2. UNSOLICITED INFORMATION

13.7.2.1. If the User posts unsolicited content or other information ("the Information") to the Website, and unless otherwise indicated, then the User grants to the Company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

13.7.2.2. The User grants the Company the right to use the name that the User submits in connection with such Information, if they choose.

13.7.2.3. The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts, that the Information is accurate, that by the supply of the Information to the Company the User does not violate this Policy and does not infringe the rights of any other person or entity, and that the User



indemnifies the Company for all claims resulting from the receipt of the Information the User supplies to it.

13.7.2.4. The Company reserves the right but not the obligation to monitor, edit or remove any Information, where posted to public pages.

13.7.2.5. The Company takes no responsibility, and assumes no liability for any Information posted by the User or any third party on its Website.

13.7.3. SOLICITED INFORMATION THE USER GIVES

13.7.3.1. The Company requires certain Personal Information necessary to process and render services to the User.

13.7.3.2. The Company receives and stores all Information, including Personal Information which the User enters on the Website or provides to the Company.

13.7.3.3. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from the Company.

13.7.3.4. The User's Information that may be required by the Company's affiliates, subsidiaries, suppliers and the Owners to give effect to the transactions that the User may choose to enter into, will be shared with those entities.

13.7.4. PROMOTIONAL INFORMATION

13.7.4.1. The Company aspires to provide first-class services to its Users, which necessitates the Company providing information to the User regarding new services.

13.7.4.2. In each instance, the User will be provided an opportunity to opt-out of such information circulars.

13.7.5. BUSINESS TRANSFERS

The Company may enter into business arrangements whereby its User (customer) base is one of its more valued assets. In such an event the User (customer) Information will be one of the transferable assets.

13.7.6. LAWFUL PURPOSES

When the Company is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. The Company may also impart Personal Information if permitted or required to do so by law.

13.7.7. SURVEYS AND STATISTICAL PROFILES

13.7.7.1. The Company understands that efficiency and customer care translates to good service.

13.7.7.2. The Company may periodically conduct online customer care surveys to facilitate the updating of service standards.

13.7.7.3. When it conducts a survey, the Company will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys.

13.7.7.4. Notwithstanding the foregoing, the Company may choose to use the Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

13.7.8. STORAGE



Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete.

13.7.9. INTERCEPTION

Subject to the Regulation of Interception of Communications Act (“RICA”), Act no 70 of 2002, the User agrees that the Company may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Company, its employees, directors, representatives and agents. The User agrees that his or her consent satisfies the requirements of ECTA and RICA to constitute consent in “writing”, as defined in the aforementioned acts.

14. GOVERNING LAW, SEVERABILITY, WHOLE AGREEMENT & NON-WAIVER

14.1. The Website is controlled, operated and administered by the Company from its registered offices within the Republic of South Africa.

14.2. The Company makes no representation that the Content is appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the Content is illegal is prohibited. If the User accesses the Website from locations outside of the Republic of South Africa, the User is responsible for compliance with all local laws.

14.3. This Agreement shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Magistrates Court in the event of any dispute relating to this Agreement.

14.4. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of the terms and conditions shall continue to be of full force and effect.

14.5. This Agreement constitute the entire agreement between the Company and the User and no variation, cancellation, novation or deletion of any provision of this Agreement shall be binding unless reduced to writing and signed by an authorised representative of the Company.

14.6. No indulgence shown by the Company or the Owners to the User may be construed as a waiver of any kind.

15. CONTACT DETAILS

In the event that you need to contact the Company for purposes related to this Agreement, please use the following contact details:

15.1. Telephone: +2787 943 7163

15.2. Fax: +2786 504 1310

15.3. Email: support@tweakease.com

15.4. Physical address: 441 Kings Highway, Lynnwood, Pretoria

15.5. Postal Address: 441 Kings Highway, Lynnwood, Pretoria 0081



These Terms and Conditions were most recently updated on the 19th of june 2024.
