

PROP COM MANAGEMENT (PTY) LTD
WEBSITE USAGE TERMS AND CONDITIONS

1. Using the Portal

- 1.1. You agree to use the Portal for lawful purposes only. Without derogating from the generality of the foregoing, if you should choose to access or use this Portal from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.
- 1.2. Should you breach any provision contained in these Terms and Conditions, Prop Com Management (Pty) Ltd (hereinafter 'PropCom') may, without prejudice to any of its other rights or remedies contained herein or at law, immediately terminate and/or suspend your access to all or parts of the Portal, without any notice to you.
- 1.3. The following activity on or through the Portal is expressly prohibited:
 - 1.3.1. Any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy the whole or portions of the Portal, or the content it contains, without the prior written consent of PropCom
 - 1.3.2. Any use or action that imposes an unreasonable or disproportionately large load of traffic on the Portal, or otherwise interferes with its proper and timely functioning
- 1.4. You are solely responsible for maintaining the confidentiality and security of your username and password for access to the Portal, and you accept full liability for all activities that occur under your username.

2. Using Third-Party Content

- 2.1. PropCom hosts information and other content supplied by third parties ('Third-Party Content') on the Portal. PropCom has no editorial control over such content and PropCom will not be liable for any incorrect information contained in such Third-Party Content.
- 2.2. Opinions, statements, offers or any other information that may constitute Third Party Content is that of the respective third party and not of PropCom, its affiliates, its directors, officers, employees and/or agents. PropCom, its affiliates, its directors, officers, employees and agents do not guarantee the accuracy, completeness and/or usefulness of any Third-Party Content. All Third-Party Content is provided as is.
- 2.3. It is your responsibility to evaluate the Third-Party Content available on and through the Portal. PropCom and its affiliates, its directors, officers and employees are not liable for any loss, damage or harm caused by your reliance on the Third-Party Content obtained on or through the Portal. Before making any decision or placing any reliance on the Third-Party Content provided on or through the Portal, you should take all further reasonable steps to ensure and verify the accuracy of such content.
- 2.4. PropCom does not review (nor is it under any obligation to do so) or control any third-party web portals (if any) that link to or from the Portal. PropCom is not responsible for the content of any third-party portal (if any) linked to or from the Portal.

3. Intellectual Property Rights

- 3.1. All content included on the Portal, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ('the Content') is the property of PropCom or its content supplier/s (as applicable) and is protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement and assembly) of all content on the Portal is the exclusive property of PropCom and is protected by South African and international copyright laws.
- 3.2. Except as expressly stated herein, none of the content, information and material on the Portal may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, except as permitted by the fair use privilege under the South African copyright laws or without the prior written consent of PropCom or the copyright owner.
- 3.3. You are expressly prohibited to 'mirror' any content contained on the Portal on any other server unless the prior written consent of PropCom has been obtained.
- 3.4. All trademarks are the exclusive property of PropCom or its content supplier (as applicable).
- 3.5. The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary content is illegal and could subject you to criminal prosecution as well as personal liability for damages.

4. Limited Liability

- 4.1. The information, content, materials and services published on the Portal are provided on an 'as is' basis. PropCom makes no representations or warranties of any kind, express or implied, as to the operation of the Portal or the accuracy, correctness or completeness of the information, contents, materials or services included on the Portal. Without limiting the generality of the foregoing:
 - 4.1.1. PropCom does not warrant that the Portal will be error free, or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality
 - 4.1.2. While PropCom has taken reasonable measures to ensure the integrity of the Portal and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Portal are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.
- 4.2. PropCom will not be liable for any damages of any kind arising from the use of the Portal, including but not limited to direct, indirect, incidental, punitive and consequential damages.

5. Privacy

- 5.1. PropCom respects the privacy of the users of its Portal. Without limiting the foregoing:

- 5.1.1. PropCom is dedicated to maintaining the privacy of its online visitors and users. On this Portal, PropCom does not collect personally identifiable information from individuals, unless they provide it voluntarily and knowingly.
- 5.1.2. Any information collected on this Portal is used solely by PropCom for internal purposes. PropCom's client lists are never sold to third parties, and PropCom will not share personally identifiable information with third parties, unless the person who has submitted the information has authorised PropCom to do so, or if PropCom is required to do so by law.

6. Jurisdiction

- 6.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa in respect of any disputes arising in connection with this Portal.

7. Termination

- 7.1. PropCom may terminate your access to the Portal at any time for any reason, including any improper use of this Portal or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which PropCom may be entitled.

8. Other Provisions

- 8.1. In the event that any of the provisions of these Terms and Conditions are found to be invalid, unlawful or unenforceable, such provisions will be severable from the remaining provisions, which will continue to be valid and enforceable.
- 8.2. These Terms and Conditions, including any documents referenced herein, represent the entire agreement between you and PropCom regarding your use of the Portal and supersede any prior statements or representations regarding this subject matter.
- 8.3. PropCom may at any time modify these Terms and Conditions and your continued use of this Portal will be conditioned upon the Terms and Conditions in force at the time of your use.