



WATERFALL ESTATE PORTAL TERMS AND CONDITIONS

THE USE OF THE WATERFALL ESTATE PORTAL IS SUBJECT TO THESE TERMS AND CONDITIONS.

BY PLACING A TICK NEXT TO THE 'TERMS AND CONDITIONS' HYPERLINK AND CLICKING ON LOGIN YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

1. DEFINITIONS

- 1.1 **"the Portal"** means the Waterfall Community Portal and all its pages and content, owned by WMOC;
- 1.2 **"WMOC" or "We" or "Us"** means Waterfall Management and Operating Company (Pty) Limited, with registration number 2008/015893/07;
- 1.3 **"Content"** means, but not limited to text, graphics, icons, links and other similar material on the Portal;
- 1.4 **"Intellectual Property"** means copyright (including but not limited to literary (including database and computer programs) -, artistic-, musical- works, photographs and sound recordings), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets and design rights (including all applications);
- 1.5 **"Software"** means the software utilised to give you access and use the Portal;
- 1.6 **"Waterfall Estate"** means the property development project including all commercial, retail, residential and other developments undertaken on the geographic area of Portion 1 of the Farm Waterval as described in Deed of Transfer T 6167/1934 as at date of registration thereof.

2. ABOUT US

- 2.1 **Name:** Waterfall Management and Operating Company (Pty) Ltd;
- 2.2 **Physical Address:** Ad Outpost Building, Woodmead North Office Park, Woodmead North, 54 Maxwell Drive, Jukskei View;
- 2.3 **Postal Address:** PO Box 2506, Saxonworld, 2132;

3. ALLOWED USE OF THE PORTAL

- 3.1 Subject to paragraph 3.2 below, We license to you, subject to the these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access the Portal and display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only and to upload content in accordance with paragraph 3.5 below.
- 3.2 The license above is subject to you owning property or residing or renting at Waterfall Estate.
- 3.3 **LICENSE CONDITIONS:**
 - 3.3.1 Other than as agreed to above, you may not use, copy, adapt, redistribute or modify the Content or any part thereof or frame, "mirror", datamine (by way of but not limited to, robots, crawlers or other similar programs) or cache the Portal or reverse engineer, copy, modify, re-distribute, decompile or create a derivative work of the Portal or Software, or any part thereof without prior written authorisation from Us;
 - 3.3.2 We do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any invitations to do business on the Portal you



must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;

- 3.3.3 You may not assign, transfer or sublicense the rights pursuant to this Agreement;
- 3.3.4 You agree to supervise all usage by minors (younger than 18 years of age) of this Portal under Your name or account;
- 3.3.5 You may not use the Portal's communication facilities for purposes of unsolicited communications ("Spam") or to send or publish any content that is in violation of any law or that are obscene, defamation, racist or offensive of nature or may result in the infringement of intellectual property;
- 3.3.6 You may only upload material in accordance with paragraph 3.5 below;
- 3.3.7 Your fair use and other rights are in no way affected by the above;

3.4 **HYPERLINKS FROM THE PORTAL**

- 3.4.1 The Portal may contain links to other websites operated by third parties. We do not endorse the operators and / or owners of third party websites, or operate or control in any respect any of the information, graphics and material on those third party websites or guarantee that it will be operation at all times;
- 3.4.2 Links to third party websites are included solely for your convenience. You therefore assume sole responsibility for the use of a third party websites;
- 3.4.3 We make no warranties or representations:
 - 3.4.3.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party website content or products or services available through third party website; or
 - 3.4.3.2 that third party Portal content does not infringe the intellectual property rights of any person.
- 3.4.4 We expressly disclaim acting in any respect on behalf of third party Portal operators and / or owners. Please note that third party websites may be subject to their own terms of use and privacy policies different from those of this site;

3.5 **UPLOADING MATERIAL TO THE PORTAL**

- 3.5.1 Whenever you make use of a feature that allows you to upload material to the Portal, or to make contact with other users of our Portal, you must comply with the content standards set out in clause 3.6 below. You warrant that any upload or contribution from you complies with those standards, and you indemnify us for any breach of that warranty.
- 3.5.2 Material or contributions that you upload will either be uploaded to areas that are accessible to other Portal users or areas that are only accessible to you and Us to enable Us or our appointed service providers to operate the Portal.
- 3.5.3 Any material you upload to the Portal (other than Personal Information (see Privacy Policy) or documents clearly indicated as confidential) will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.
- 3.5.4 We reserve the right to edit or remove any material submitted to the Portal, or stored on Our servers, or hosted or published upon our Portal.
- 3.5.5 We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Portal constitutes a violation of their intellectual property rights, or of their right to privacy, subject to reasonable prior notification to you.
- 3.5.6 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Portal. Posts reflect the views and opinion of the author, but not necessarily of the owners and operators of the interactive services available on the Portal, such as the Forum. If you feel that a posted message is questionable, we encouraged you to notify us immediately via the feedback tool provided on the Forum Section.
- 3.5.7 We have the right to remove any material or posting you make on the Portal if, in our opinion, such material does not comply with the content standards set out below.



- 3.5.8 From time to time certain third party content (i.e. (not limited to) home owners association minutes and Waterfall Estate newsletters) will be uploaded to the Portal. We have no control over the content of said uploads and shall not be liable for any claims or damages that may result from such uploads. If you feel that any of the content uploaded are inaccurate or are offensive, then kindly notify the Property Managing agents on waterfall@trafalgar.co.za

3.6 CONTENT STANDARDS

- 3.6.1 These content standards apply to any and all material that you contribute to the Portal (contributions), and to any interactive services associated with it, including but not limited to the Forum.
- 3.6.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 3.6.3 Contributions must be accurate (where they state facts), be genuinely held (where they state opinions), comply with applicable law in the Republic of South Africa and in any country from which they are posted.
- 3.6.4 Contributions must not contain any material that is defamatory of any person, or any material which is obscene, offensive, hateful or inflammatory, or that promote sexually explicit material or violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. It should further not infringe any intellectual property rights of any other person or be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. It should also not promote any illegal activity or be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse. Contributions should further not contain any damaging code or viruses.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the Portal or to be made available by Us or any of our selected service providers or agents are the property of - or licensed to Us and may not be utilized outside the licensed terms as set out under these terms and conditions;
- 4.2 All uploads by you to the Portal will be dealt with as your property. You hereby indemnify us against any claim whatsoever for the infringement of Intellectual Property of a third party or breach of Confidential Agreement between you and any third party as a result of an upload or submission from you to the Portal;
- 4.3 The names, images and logos identifying Us or third parties and their services and products are subject to copyright, design right and trademark protection. Unless specifically agreed to under these terms and conditions, nothing contained herein shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Us or any other third party;
- 4.4 E-mail addresses, names, telephone numbers and fax numbers published on the Portal may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from Us to utilise same.
- 4.5 We would be pleased to consider requests for permission to disseminate or use Our content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: waterfall-support@communityportal.co.za

5. ADDITIONAL INFORMATION TO YOU AS CONSUMER



Further disclosure requirements to you as consumer:

- 5.1 Product / Services: At this stage no product or services are for sale or hire via the Portal. This clause will be amended or a link will be placed here with reference to specific terms of supply as soon as we make available products and services for sale or hire via the Portal.
- 5.2 Protection of Personal Information: please take note of clause 7 below from our Privacy Policy
- 5.3 **Deactivating your account:**
 - 5.3.1 Your account will be revoked when you sell your property on the estate or vacate the property as a tenant.
 - 5.3.2 Your account may further be deactivated if you breach any of these term and condition;
 - 5.3.3 You will no longer be able to utilise the Portal nor will third parties be able to add or remove information from your account, but we do not delete any of your information. We will keep your information for a maximum of 90 (ninety) days, where after we will have to remove it and/or delete it accordingly, unless you advise us to activate your Portal account again.

6. SECURITY

- 6.1 Although We are not obliged to provide security on the Portal we feel it is important that your information or any communication between you and Us are dealt with in the most secure manner reasonable possible, however because of the nature of the internet We cannot warrant that your interaction with Us via the Portal is completely secure.
- 6.2 To provide adequate security to all users of the Portal and to monitor activities prohibited under law you hereby agree to Our or our appointed service provider(s) right to intercept, monitor, block, read, delete or accesses all data sent to the Portal or any other communication facility made available by Us.
- 6.3 **IT IS OUR POLICY TO VIRUS CHECK DOCUMENTS AND FILES BEFORE THEY ARE POSTED ON THIS PORTAL. HOWEVER, WE CANNOT GUARANTEE THAT DOCUMENTS OR FILES DOWNLOADED FROM THIS PORTAL WILL BE FREE FROM VIRUSES AND WE DO NOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS CAUSED BY ANY VIRUS. ACCORDINGLY, FOR YOUR OWN PROTECTION, YOU MUST USE VIRUS-CHECKING SOFTWARE WHEN USING THIS PORTAL. FURTHER, YOU SHALL NOT POST OR PROVIDE TO US VIA THIS PORTAL, ANY DOCUMENT OR FILE THAT MAY CONTAIN A VIRUS. YOU MUST VIRUS CHECK ANY DOCUMENT OR FILE WHICH YOU INTEND TO POST OR PROVIDE TO US VIA THIS PORTAL. YOU HEREBY INDEMNIFY US AND OUR SERVICE PROVIDERS AND AFFILIATES AGAINST ANY POSSIBLE DAMAGES, EXPENSES OR LOSSES AS A RESULT OF DELIVERING COMPUTER PROGRAMS OR ANY OTHER CODE THAT MAY DAMAGE THIS PORTAL OR OUR INFRASTRUCTURE OR OUR SERVICE PROVIDER'S INFRASTRUCTURE.**
- 6.4 **Username and Passwords:**
 - 6.4.1 Once you have acquired property or are renting property at the Waterfall Estate you will receive a username and password to login to the Portal and associated database(s). You hereby undertake to keep the username and password secure and warrant that no 3rd party shall use the password to access the Portal. You further acknowledge that you are responsible for ensuring that no unauthorised access to the Portal is obtained using your username and password. You will be liable for all such activities conducted pursuant to such use, whether authorised or not, whether utilised from your device or not;
 - 6.4.2 Your username and password is Our property; we have the right, subject to these terms and conditions, to deny you access to the Portal at anytime.



7. PRIVACY POLICY

YOU AGREE THAT THE CHOICE TO PROVIDE US WITH CERTAIN PERSONAL INFORMATION / DATA VIA THE PORTAL IS ALWAYS YOUR CHOICE, HOWEVER WE VALUE YOUR PERSONAL INFORMATION / DATA AND ARE COMMITTED TO SAFEGUARDING THE PRIVACY OF YOU AS A PORTAL USER; THIS POLICY SETS OUT HOW WE WILL TREAT YOUR PERSONAL INFORMATION OR ANY OTHER PERSONAL INFORMATION SUBMITTED BY YOU TO US. BY SUBMITTING PERSONAL INFORMATION OR USING THE PORTAL YOU CONSENT THAT WE MAY PROCESS THE PERSONAL INFORMATION SUBMITTED TO US IN ACCORDANCE WITH THIS POLICY.

7.1 WHAT INFORMATION WE MAY COLLECT

We may collect, store and use the following information / data:

- 7.1.1 Information about your computer and about your visits to and use of the Portal (including but not limited to your internet protocol address, geographical location, browser type, referral source, length of visit and number of page views)
- 7.1.2 Information that you provide to us for the purpose of registering with us (including username, password, first name, last name, email address);
- 7.1.3 Information that you provide to us for the purpose of your profile on the Portal (including first name, surname, identity number and property details);
- 7.1.4 Any other information that you choose to send to us (including but not limited to information after login to the Portal, i.e. personal information of i) residents on your property, ii) non-residents or iii) staff members).
- 7.1.5 Information others share about you (including but not limited to information about your property)

7.2 COOKIES

- 7.2.1 Cookies may be used by us to understand the Users of our Portal better. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our website. Depending on the type of cookie we use, cookies also allow us to make our Portal more user friendly, for example, permanent cookies allow us to save the User's password so that the User does not have to re-enter it every time the User visits our Portal;
- 7.2.2 You can usually adjust your browser so that your computer does not accept cookies. If you do this, you will still be able to browse around the Portal but the functions that allow you to access an existing account or page that requires a username or password, will not be available;
- 7.2.3 Alternatively you can adjust your browser to tell you when a website tries to put a cookie on your computer. How you adjust your browser to stop it accepting cookies or to notify you of them, will depend on the type of internet browser programme your computer uses;
- 7.2.4 Please remember, cookies do not contain personal information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;
- 7.2.5 Your browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to the Your computer during a browsing session whenever You log onto the Internet via your internet service provider or your network (if you access the Internet from, for example, a computer at work). Your IP address is



automatically logged by our servers and used to collect traffic data about visitors to our websites. We do not use your IP address to identify you personally;

- 7.2.6 We only keep cookies for the duration of your visit to our Portal, except where you save your login name as referred to above.

7.3 HOW WE USE YOUR PERSONAL DATA

- 7.3.1 Personal data submitted on this Portal or by any other communications will be used for the purposes specified in this privacy policy or in relevant parts of the Portal.

- 7.3.2 We may use your personal information to:

- 7.3.2.1 administer the Portal;
- 7.3.2.2 improve your experience by personalising the Portal;
- 7.3.2.3 carry out our obligations arising from any contracts entered into between you and us.
- 7.3.2.4 allow you to participate in interactive features of our service (i.e. forum or poll taking or voting (when available), when you choose to do so.
- 7.3.2.5 notify you about changes to our service.
- 7.3.2.6 send you email notifications which you have specifically requested;
- 7.3.2.7 provide you with information, products and services relating to the Waterfall Estate or information, products or services of carefully-selected third parties, which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- 7.3.2.8 provide third parties with statistical information about the portal users – but this information will not be used to identify any individual user;
- 7.3.2.9 deal with enquiries and complaints made by or about you relating to the Portal;

- 7.3.3 Where you submit personal information about yourself or that of any other third party for publication on Portal, we will publish and otherwise use that information in accordance with the license you grant to us.

- 7.3.4 Please take note that it is your responsibility to obtain the necessary consent from a third party prior to submitting a third party's personal information to us.

- 7.3.5 While you are allowing Us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- 7.3.5.1 received your permission;
- 7.3.5.2 given you notice, such as by telling you about it in this policy; or
- 7.3.5.3 removed your name or any other personally identifying information from it.

- 7.3.6 We store information / data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your Portal account will be kept until your Portal account is deleted. For certain categories of data, we may also tell you about specific data retention practices, including but not limited to what will happen with the data on deletion of your Portal account.



7.4 DISCLOSURES

- 7.4.1 We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.
- 7.4.2 In addition, we may disclose information about you:
- 7.4.2.1 to the extent that we are required to do so by law;
 - 7.4.2.2 in connection with any legal proceedings or prospective legal proceedings;
 - 7.4.2.3 in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and
 - 7.4.2.4 to the purchaser (or prospective purchaser) of any business or asset which we are (or are contemplating) selling.
- 7.4.3 Except as provided in this privacy policy, we will not provide your information to third parties.
- 7.4.4 Occasionally third parties may provide information-processing services to Us. In those circumstances those third parties shall be required to enter into a Non-Disclosure Agreement or any other agreement with reference to the protection of Confidential Information on no less stringent terms than found in this privacy policy and to process and protect your personal information in accordance with our instructions.

7.5 SECURITY OF YOUR PERSONAL DATA

- 7.5.1 We will take appropriate technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 7.5.2 We will store all the personal information you provide on our secure (password- and firewall- protected) servers or where same is stored on the servers of our service providers, we will request warranties from them that the information stored are stored securely and that they will notify us immediately if any security is breached.
- 7.5.3 Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 7.5.4 You are responsible for keeping your password and user details confidential. We will not ask you for your password, except for purposes of you logging in on our login facility, i.e. Portal.

7.6 POLICY AMENDMENTS

- 7.6.1 We may update this privacy policy from time-to-time by posting a new version on the Portal. You should check this page occasionally to ensure you are happy with any changes.

7.7 YOUR RIGHTS

- 7.7.1 You have a right to see your personal information that we keep about you. We will provide you with (free of charge) confirmation whether or not we hold personal information about you. You may instruct us to provide you with any personal information we hold about you upon receipt of a written request and payment of a fee as per the Promotion of Access to Information Act 2 of 2000 ([click here to access](#)). If you are concerned that any of the information we hold on you is incorrect please contact us immediately.



- 7.7.2 You may further request us to correct personal information we have in our possession by following the profile update procedure as explained in the Orientation documentation.
- 7.7.3 You, as a user of the Portal, may instruct us not to utilise your personal data for direct marketing purposes by emailing us at any time (during registration, provision of personal information or any time thereafter) to the following email address: waterfall@trafalgar.co.za, with the following heading – “Unsubscribe”. Please note that it may take up to 10 (ten) days to action your request. You may still utilise the Portal subsequent to such request;

7.8 THIRD PARTY WEBSITES

Please be aware that the portal may contain hyperlinks to third party websites. We are not responsible for the data protection - or privacy policies or procedures or the content of these linked websites.

7.9 CONTACT

If you have any questions about this privacy policy or our treatment of your personal data, please email the Support Contacts as indicated under Help section on the Portal.

8. LIMITATION OF LIABILITY

- 8.1 The Portal and all materials found on the Portal are intended for information purposes and provided "as is" for your convenience without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose or suitability of the information, software or services, unless otherwise entitled under law;
- 8.2 We further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the Portal. We may make changes / amendments to the Portal, the policies, information described in the materials or content of these terms and conditions, at any time without notice. Any changes shall take effect upon posting to this Portal. We make no commitment to update the materials and may discontinue any part of the Portal or product or services or certain software or version of certain software for the utilisation of the Portal;
- 8.3 WMOC, its directors, employees or its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, loss of revenue, anticipated savings, goodwill, reputation or any delays, whether in an action in contract or delict, arising out of the use or inability to use the Portal or performance of the Portal or non-performance of the Portal, i.e. Portal not available as a result of 3rd party service providers, maintenance, enhancements, events outside our control or *force majeure* events, even if we have been advised of the possibility of such damages.
- 8.4 You hereby indemnify Us and undertake to keep Us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by Us arising out of any breach by You of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms of use.



9. AGREEMENT(S) AND ECOMMUNICATIONS

9.1 Formation and validity of this Portal agreement (“click wrap agreement”)

You agree that:

- 9.1.1 If you are aged 18 or under, that you will first get your parent/guardian's permission beforehand whenever you provide personal information to the Portal. Acceptance of any such personal information by Us is no confirmation that We accept your right to submit the personal information.
- 9.1.2 Except for clause 9.1.1 above, you are at least 18 years of age and possess the legal right and ability to enter into this agreement and to use this Portal in accordance with all terms and conditions herein.
- 9.1.3 All information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement.
- 9.1.4 This agreement is concluded when you add a tick to the box (see below) and click on Login. This agreement is further concluded at Our place of business (“Physical Address” (see above)).

9.2 Time and Place of communication, dispatch and receipt

- 9.2.1 Data messages sent from Us to you have been sent from Our place of business;
- 9.2.2 Data messages sent from Us to you is deemed to be received by you when complete message are outside the control of Our systems (left Our system);
- 9.2.3 Data messages from you to Us are deemed to be received by Us only when We respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Us that it does give legal effect to the Message;

9.3 Expression of intent

- 9.3.1 You acknowledge that all agreements, authorization or request under this agreement satisfies the “writing” requirement;
- 9.3.2 For purposes of electronic communications between You and Us no electronic signature is required; the mere sending of data messages or adding the tick to the box and click on Login demonstrates your intent to be a party to this agreement or any subsequent agreement;

9.4 Attribution of data messages to originator

- 9.4.1 You agree and warrant that the data message sent under your login credentials (i.e. username and password), to Us was sent by you or a person that had authority to act on your behalf in respect of the data message.

10. BREACH & TERMINATION

- 10.1 We will determine, in our discretion, whether there has been a breach of these terms and conditions through your use of our Portal. When a breach has occurred, we may take such action as we deem appropriate.
- 10.2 Failure to comply with these terms and conditions constitutes a material breach upon which you are permitted to use our Portal, and may result in our taking all or any of the following actions:
 - 10.2.1 Immediate, temporary or permanent withdrawal of your right to use our Portal;
 - 10.2.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to our Portal;
 - 10.2.3 Issue of a warning to you.
 - 10.2.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs (attorney own client basis)) resulting from the breach.
 - 10.2.5 Further legal action against you.
 - 10.2.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.



- 10.3 We exclude liability for actions taken in response to breaches of these terms and conditions. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

11. GENERAL AND MISCELLANEOUS

11.1 Sole record of agreement

- 11.1.1 These terms and conditions constitute the sole record of the agreement between you and Us with regard to the Portal. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.1.2 Every time you access the Portal, the terms and conditions available at that time will apply to the contract between you and Us.

11.2 No amendments except in writing

- 11.2.1 We may revise these terms and conditions at any time. Any amended or new terms and conditions will be valid from the moment we place them on the Portal. By using the Portal or any part thereof subsequent to Login implies that You agree to the amended or new terms and conditions available to you. We will endeavour to notify you if there are new or amended terms and conditions. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our Portal.
- 11.2.2 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by you to Us shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

11.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

11.4 Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

11.5 Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause:

- 11.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- 11.5.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

11.6 Complaint

Users may use the Support Contact details under the Help section to lodge applicable complaints or concerns with the appropriate organisation.



12. APPLICABLE AND GOVERNING LAW

- 12.1 These terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, which shall have exclusive jurisdiction over any disputes.
- 12.2 The South Gauteng High Court (Johannesburg) will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Portal.

We recommend you print out a copy of these terms and conditions for your future reference.