

# WEBSITE TERMS OF USE

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## AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Helderberg Property Investments (Pty) Ltd (“we,” “us” or “our”), concerning your access to and use of the <http://www.helderbergcentre.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms of Use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## 1. User Eligibility

The Site is provided by us and available only to persons who have reached the age of legal majority and are competent to enter into a legally binding agreements under the applicable law. If You do not qualify, You are not permitted to use the Site.

## 2. Scope Of Terms of Use

These Terms of Use govern Your use of the Site and all applications, software and services (collectively known as "**Services**") available via Site, except to the extent that such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Site ("**Service Agreement(s)**"). Any such Service Agreements will accompany the applicable Services or are listed in association therewith or via a hyperlink associated therewith.

### 3. Intellectual Property Rights

- 3.1 Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the **“Content”**) and the trademarks, service marks, and logos contained therein (the **“Marks”**) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Republic of South Africa, foreign jurisdictions, and international conventions.
- 3.2 The Content and the Marks are provided on the Site **“AS IS”** for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

### 4. User Representations

By using the Site, you represent and warrant that: (i) all registration information you submit will be true, accurate, current, and complete; (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary; (iii) you have the legal capacity and you agree to comply with these Terms of Use; (iv) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (v) you will not use the Site for any illegal or unauthorized purpose; (vi) your use of the Site will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

### 5. User Registration

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### 6. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Site, you agree not to:

- 6.1 systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 6.2 make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 6.3 use the Site to advertise or offer to sell goods and services.

- 6.4 circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- 6.5 engage in unauthorized framing of or linking to the Site.
- 6.6 trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 6.7 make improper use of our support services or submit false reports of abuse or misconduct.
- 6.8 engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 6.9 interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 6.10 use any information obtained from the Site in order to harass, abuse, or harm another person.
- 6.11 use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 6.12 decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 6.13 attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 6.14 delete the copyright or other proprietary rights notice from any Content.
- 6.15 copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 6.16 upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- 6.17 upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 6.18 except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- 6.19 disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- 6.20 use the Site in a manner inconsistent with any applicable laws or regulations.

## 7. Third-Party Websites and Content

- 7.1 The Site may contain (or you may be sent via the Site) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**").
- 7.2 Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

- 7.3 Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.
- 7.4 You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.
- 7.5 You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 8. Site Management

We reserve the right, but not the obligation, to:

- 8.1 monitor the Site for violations of these Terms of Use;
- 8.2 change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice;
- 8.3 modify or discontinue all or part of the Site without notice at any time;
- 8.4 take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- 8.5 in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- 8.6 otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## 9. Privacy

The terms of the Privacy Policy must be read in conjunction with and shall form part of these Terms of Use.

## 10. Termination

You agree that We, at our sole discretion, may terminate or suspend Your use of the Site, Services and Content at any time and for any or no reason at our sole discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, You must immediately:

- 10.1 discontinue Your use of the Site, and
- 10.2 destroy any copies You may have made of any portion of the Content. Accessing the Site or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Furthermore, You agree that We shall not be liable to You or to any third party for any termination or suspension of Your access to the Site and/or the Services.

## 11. Modifications And Interruptions

- 11.1 We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.
- 11.2 We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.
- 11.3 Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## 12. Governing Law

This Site is owned and operated within the Republic of South Africa. We, as well as you, hereby agree that these Terms of Use shall be governed and construed in accordance with the laws of the Republic of South Africa.

## 13. Limitations Of Liability

- 13.1 The Site and the Services are provided on an “as is” basis, and we make no representations or warranties of any kind, whether express or implied, with regards to the Services. We do not warrant that the functions and the Services will be uninterrupted or error-free, or that the Services or the server is free from viruses or other harmful components.
- 13.2 We, including our shareholders, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by you, which arises directly or indirectly upon reliance of the Services.
- 13.3 We, including our shareholders, directors, employees, officials, suppliers, agents and/or representatives shall not be responsible for any direct, indirect, special, consequential or other damages of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the Site or the Services, or any functionality of the Services or of any linked website or Services.
- 13.4 You hereby indemnify us, and our shareholders, directors, employees, officials, agents, suppliers and representatives, and keep us fully indemnified, from and against any loss or damages suffered or liability incurred in respect of any third party, which arises from your use of this Site and/or the Services, including the uploading of any content to the Site by you.

## 14. User Data

- 14.1 We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.
- 14.2 You agree that we shall have no liability to you for any loss or corruption of any such data, and

you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 15. Miscellaneous

- 15.1 These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of use shall not operate as a waiver of such right or provision.
- 15.2 These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- 15.3 If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.
- 15.4 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.
- 15.5 You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## 16. Contact Us

Any complaints or disputes can be sent through to us via the contact details under the "Contact Us" section.