

PLEASE READ THESE TERMS OF SERVICES CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES. BY SIGNING THE APPLICATION FORM OR IF EXECUTED ELECTRONICALLY, BY CLICKING ON “SUBMIT” OR “I AGREE” YOU WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND YOUR INTENT THAT SAME WILL BE BINDING BETWEEN YOU AND US.

1. Our relationship with you

- 1.1. These are the terms and conditions (“Terms of Service”) relevant to the Services (see definition) we supply. These Terms of Service refer to the following additional terms which also apply to your use of our Services:
 - 1.1.1. [Our Terms of Use](#).
 - 1.1.2. Our [Privacy Policy](#).
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement (“**Agreement**”) between us and you. If there is any conflict between the above terms and conditions/ policy and the Terms of Service, the latter will prevail.
- 1.3. You acknowledge and agree that the provision of our Services to you (as Property Buyer or Property owner or Property developer) creates a direct business relationship between us and you. When we refer to “you” it could be either as Property Buyer or property owner or property developer, unless specifically referred to as Property Buyer or Property Owner/ Developer.
- 1.4. We do not, and shall not be deemed to, direct or control you (as Property Buyer or Property Owner/ Developer) generally or in your performances under this Agreement. You retain the sole right to determine when, where, and for how long you will utilise our Services. As Property Buyer you retain the option, via our Services, to identify the property that suit your needs to either engage with or ignore said opportunities. As Property Buyer or property owner or property developer you retain the option, via our Services, to register with HelloHouse and submit your request to allow HelloHouse to contact you.
- 1.5. You retain the option, via our Services, as a Property owner or Property developer to accept or decline the request of a Property Buyer to engage with you.
- 1.6. Except as otherwise expressly provided herein, the relationship between us and you are solely that of independent contracting parties. You expressly agree that no joint venture, partnership, or agency relationship exists between you and us and that neither of us (except where agreed in writing under these Terms of Service) have the authority to bind each other or hold ourselves out as an agent or authorised representative of the other.
- 1.7. **IMPORTANT: WE ARE ONLY INTERESTED IN BRINGING TOGETHER THE PROPERTY OWNER/ DEVELOPER AND THE PROPERTY BUYER, AND TO PROVIDE AN OPPORTUNITY FOR PROPERTY DEVELOPERS AND PROPERTY OWNERS TO PRESENT THEIR SERVICES TO PROPERTY BUYERS. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NEITHER A PROPERTY OWNER OR PROPERTY DEVELOPER. WE ARE A TECHNOLOGY SERVICE PROVIDER AND DO NOT PROVIDE PROPERTY FOR PURCHASE VIA OUR SERVICES. WE ONLY INTRODUCE THE PROPERTY BUYER TO THE PROPERTY OWNER/ DEVELOPER WHO WISHES TO MAKE THEIR SERVICES AVAILABLE TO THE PROPERTY BUYER.**

2. Services: rights and restrictions

- 2.1. The Service is not available for use by persons under the age of 18.
- 2.2. Subject to these terms and conditions, we hereby grant you a non-exclusive, non-transferrable, non-assignable and non-sub licensable license to upload the following User Content:
 - 2.2.1. Services of Property Owners/ Developers offered to Property Buyers.
 - 2.2.2. Property adverts by Property Owners/ Developers for Property Buyers to view.
 - 2.2.3. Facilitate communication between you, us, the Property Owner/ Developer.
- 2.3. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 2.4. The Services and all rights therein are and shall remain Property Engine’s property or the property of Property Engine’s licensors (where applicable). Neither these Terms of Service nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner our company names, logos, product and service names, trademarks or services marks (“Marks”) or those of Property Engine’s licensors (if any) unless authorised in writing by us.
- 2.5. The Calculator made available on the website is only to give a potential property Buyer an indication on possible monthly payment amounts. All amounts should be verified with the property buyer’s own financial institution. Kindly take note that there will be other costs associated with the acquisition of any property.

3. Your relationship with other users

- 3.1. You (as Property Buyer) acknowledge and agree that:
 - 3.1.1. The engagement of you with the Property Owner/ Developer creates a direct business relationship between you and the Property Owner/ Developer. We are not responsible or liable for the actions or inactions (omissions) that may result from the relationship between you and the Property Owner/ Developer. You shall have the sole responsibility for any obligations or liabilities to the Property Owner/ Developer under such relationship.
 - 3.1.2. You are solely responsible for taking such precautions as may be reasonable and proper in the relationship with the Property Owner/ Developer.
 - 3.1.3. We may release your information you have submitted to us to selective parties, to enable us to perform under these Terms of Services and to ensure performance under the agreement between you and Property Owner/ Developer.
- 3.2. Although we may guide the Property Owner/ Developer on what terms and conditions should apply between the Property Owner/ Developer and the Property Buyer, we are not a party to that agreement ("Contract of Purchase and Sale"), and will not be liable for any damages or losses that may result from the Contract of Purchase and Sale. Accordingly you indemnify us against any claim, damage, loss or cost that may result from such Contract of Purchase and Sale or the breach of same.
- 3.3. Although we provide you with the opportunity to engage with Service Providers, we are not a party to that engagement ("Service Agreement"), and will not be liable for any damages or losses that may result from such Service Agreement or results that you have hoped for. Accordingly you indemnify us against any claim, damage, loss or cost that may result from such Service Agreement or the breach of same.

4. Amendment to these terms of service

We may amend the Terms of Service related to our Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service on the HelloHouse Platform. Where any of your rights are affected by the changes, we will request you to agree to the amended Terms of Services prior to your access to the HelloHouse Platform. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service (as amended).

5. Your service account

- 5.1. In order to use our Services, you must register for and maintain a personal user Service Account ("Service Account").
- 5.2. Service Account registration requires you to submit to us certain information.
- 5.3. You agree:
 - 5.3.1. To maintain accurate, complete, and up-to-date information in your Service Account. That your failure to maintain accurate, complete, and up-to-date Service Account information, may result in your inability to access and use the Services.
 - 5.3.2. That we may use the information you provide us with to execute our Services (subject to our Privacy Policy).
- 5.4. Submission of your information as per the registration form does not automatically give you the right to access the Services or an obligation on us to make available any property at Property Owners/ Developers or to provide you with details of Property Owners/ Developers. We have the right not to grant you access to a Service Account or to revoke such right and disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.
- 5.5. On acceptance of your registration information, you will be allowed to select or be provided with the necessary access credentials or any other piece of information as part of our security procedures. You must treat such information as confidential. You must not disclose it to any third party.
- 5.6. Verification information: In certain instances you may be asked to provide additional information, i.e. proof of identity to access or use the Services. The additional information shall only be utilised to verify your identity. You agree that you may be denied access to or use of the Services or part thereof if you refuse to provide the requested information.
- 5.7. You are responsible for all activity that occurs under your Service Account, and you agree to maintain the security and secrecy of your Service Account details at all times. You may only possess one Service Account.
- 5.8. You may not authorise third parties to use your Service Account. Where a Service Account has been activated for a juristic person it will be the latter and all its directors' or members' responsibility to secure the Service Account password/ identity code and will accordingly be liable for any actions or omissions of any third party that you have access to the Service Account.

- 5.9. By creating a Service Account, you agree that the Services may send you informational text communications, via email and/ or any other communication channel as part of the normal business operation of your use of the Services. You may opt-out of receiving said communications received from us by following the procedure on the particular communication channel. You acknowledge that opting out of receiving said communications may impact your use of the Services.
- 5.10. If you know or suspect that anyone other than you knows your user identification code or password, you must notify us immediately at : [Contact Us](#).
- 5.11. You may not assign or otherwise transfer your Service Account to any other person or entity.
- 5.12. You will (at all times) comply with the **Acceptable Use Policy** in relation to any User Content that may be uploaded to the HelloHouse platform via your Service Account.

6. Our services

- 6.1. We undertake that the Services will be performed substantially in accordance with the information as made available on the website and with reasonable skill and care.
- 6.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents or provision of incorrect information by you. If the Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 6.1 above.
- 6.3. **Standard Support Services:** We will, as part of the Services and at no additional cost to you, provide you with our standard support services (including technical support) during normal business hours (08:00 – 17:00 Monday to Friday, excluding Public Holidays), in effect at the time that the Services are provided. We may amend the standard support services in our sole and absolute discretion from time to time. Contact us for more details. You can contact us at: [Contact Us](#).
- 6.4. **Maintenance:** We will use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for planned maintenance carried out during the maintenance window of 22:00 and 06:00; and unscheduled maintenance performed outside Normal Business Hours or emergency maintenance as a result of events outside our control.
- 6.5. From time to time we may:
 - 6.5.1. modify the Services by issuing updates; and
 - 6.5.2. make new features, functionality, applications or tools available in respect of the Services, whose use may be subject to your acceptance of further terms and conditions.
- 6.6. We will give you prompt written notice of material modifications to the Services and any such new features, functionality, applications or tools.
- 6.7. Information made available via the website:
 - 6.7.1. The information of the property that the Property Owner/ Developer provides for the particular property available (“Property Information”) will be presented to you via our Services. It is always possible that, despite our best efforts, some of the information we publish on the platform may indicate the incorrect Property Information. We will normally check information before processing your preferences to the Property Owner/ Developer, however it is still your responsibility to confirm the Property Information with the Property Owner/ Developer prior to signing any Contract of Purchase and Sale.
 - 6.7.2. We have no control over the Property Information. We will request the Property Owner/ Developer to ensure that all details submitted to us to present on the platform are accurate and correct.

7. Processing of Personal Information

- 7.1. The Property Engine **Privacy Policy** will apply when Processing any Personal Information via the Services.
- 7.2. Take note:
 - 7.2.1. To enable the Property Owner/ Developer to determine whether it/ he/ she wishes to engage with the Property Buyer, the Property Owner/ Developer will need certain Personal Information from the Property Buyer.
 - 7.2.2. The Property Owner/ Developer will only have access to your Personal Information subsequent to your consent. By submitting your Personal Information and clicking on the save / submit/ send message/ subscribe/ register button is accepted as an indication to us that you consent to our submission of information to the property owner(s)/ developer(s).

- 7.2.3. We will ensure that the property owner/ property developer/ Service Provider is aware that it/ he/ she has an obligation to process your Personal Information as a Responsible Party in accordance with the POPI Act.
- 7.2.4. Except for the above, we have no control over the processing of Personal Information between you and the Property Owner/ Developer in terms of a possible Contract of Purchase and Sale. You hereby indemnify us against all expenses, damages and liabilities as a result of actions or omissions of the other that may result in the infringement of your privacy, including your Personal Information during your relationship with the Property Owner/ Developer under a Contract of Purchase and Sale.
- 7.2.5. Except for the above, we have no control over the Processing of Personal Information between you and the Service Provider in terms of a possible Service Agreement. You hereby indemnify us against all expenses, damages and liabilities as a result of actions or omissions of the other that may result in the infringement of your privacy, including your Personal Information during your relationship with the Service Provider under a Service Agreement.
- 7.2.6. The availability of User Content and available positions, subsequent to receipt of your Service Account details do not constitute to direct marketing.

8. The contract between the Property Buyer and Property Owner/ Developer

- 8.1. **Invitation to do business:** The presentation to the Property Buyer of available properties and the invitation to engage via our Services is an invitation to do business.
- 8.2. **The offer:** The Property Buyer's submission of his/ her information for purposes of a specific property constitutes an offer by the Property Buyer to the Property Owner/ Developer.
- 8.3. The Property Owner/ Developer will then have the opportunity to review the Property Buyer's preferences and it is at the sole discretion of the Property Owner/ Developer whether they want to engage with the Property Buyer.
- 8.4. **IMPORTANT:** the acceptance of the Property Buyer's preferences to engage with the Property Owner/ Developer will be communicated via the HelloHouse platform. It is important to note that the publishing of said interest to engage via our Services does not mean that a contract has been concluded between the Property Buyer and Property Owner/ Developer.
- 8.5. **Acceptance:** Acceptance will only take place subsequent to both parties agreeing to the terms and conditions of a Contract of Purchase and Sale (also see par. 8.7 below) and Property Owner's/ Developer's communication of acceptance or in terms of a Service Agreement, the Service Provider communication of it acceptance.
- 8.6. To ensure that the parties know where they stand in terms with the engagement between each other, we will make available the above process subject to certain timelines that will be communicated to the users from time to time
- 8.7. **Contract of Purchase and Sale:**
- 8.7.1. A Property Buyer and Property Owner/ Developer may create and use their own Contract of Purchase and Sale.
- 8.7.2. All obligations under the Contract of Purchase and Sale (including all payment obligations) are obligations directly between the Property Buyer and the Property Owner/ Developer and are not made by and do not legally bind us. It is your responsibility to review the Contract of Purchase and Sale in advance to determine whether it is suitable for your purpose(s). The Contract of Purchase and Sale is to be used at your own risk and expense.

9. Your warranties (where applicable)

- 9.1. To ensure that we deliver a high-quality Service and that the services available via our Services are of quality you warrant that the:
- 9.1.1. services offered by you will comply with all applicable laws and standards;
- 9.1.2. information you, as Property Buyer or Property Owner / Developer, provide is a true reflection of your information listed as part of your preferences is accurate and valid;
- 9.1.3. User Content made available by you shall be a true presentation of your ability to engage.

10. Ratings & surveys

- 10.1. High quality service between the various persons is important to us and therefore the option for the parties to rate each other during certain stages of the Contract of Purchase and Sale or Service Agreement is provided. To continue to have access to our Services, your rating needs to meet the standard rating we may determine in our sole discretion from time to time.
- 10.2. In the event that your average rating falls below the then acceptable standard rating, we will notify you and may provide you, in our sole discretion, a limited period of time to achieve the required standard rating. If you

do not meet the standard rating within the time period allowed (if any), we reserve the right to deactivate your access to the Services.

- 10.3. You may also be given the opportunity to submit feedback in terms of the Property Owner/ Developer or Service Provider. All feedback must comply with our Acceptable Use Policy.
- 10.4. We reserve the right to use, share and display the ratings and comments in any manner in connection with our business without attribution to you or your approval. You acknowledge and agree that we are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that we reserve the right to edit or remove comments in the event that such comments breach our Acceptable Use Policy or Privacy Policy or in terms of an order by law.
- 10.5. We reserve the right to block your access based on any negative feedback of whatever nature or where the average rating is below our Acceptable standard Rating as published from time to time. We reserve the right to publicly display any rating on the HelloHouse platform.
- 10.6. We reserve the right to further conduct surveys from the Property Buyers on the Property Owner's/ Developer's conduct and business practises. We reserve the right to block Property Owners/ Developers with negative ratings of whatever nature. We reserve the right to publicly display a property owner's/ developer's rating on the HelloHouse platform.

11. Disclaimers; limitation of liability; indemnity.

- 11.1. THE PROVISIONS IN TERMS OF LIABILITY ARE STIPULATED IN OUR *TERMS OF USE*.
- 11.2. YOU FURTHER AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE AVAILABILITY, DELIVERY AND USE OF THE SERVICES AS AGREED TO BETWEEN YOU AND ANY THIRD PARTY OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.
- 11.3. YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR RELATIONSHIP WITH THE THIRD PARTY (I.E. PROPERTY OWNER/ DEVELOPER OR PROPERTY BUYER); (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF SERVICE; (III) OUR USE OF YOUR USER CONTENT; OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THE PROPERTY BUYER OR PROPERTY OWNER/ DEVELOPER OR SERVICE PROVIDER.
- 11.4. WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.

12. Warranties

- 12.1. You hereby represent and warrant that:
- 12.1.1. you have full power and authority to enter into this Agreement and perform your obligations hereunder; and
- 12.1.2. you will comply with all applicable laws in your performance of this Agreement.
- 12.2. IN ADDITION TO OUR WARRANTIES UNDER OUR TERMS OF USE, WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF OUR SERVICES WILL RESULT IN ANY REQUESTS FOR SERVICES (FROM THIRD PARTIES) OR THAT THE PROPERTY OWNER/ DEVELOPER WILL ACCEPT AN OFFER TO ENGAGE IN TERMS A SPECIFIC PROPERTY. WE OPERATE AS AN ON DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE PROPERTY BUYER OR PROPERTY OWNER/ DEVELOPER. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE SERVICES.
- 12.3. WE DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF OUR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT OUR SERVICES MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO EMERGENCY – OR SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

13. Confidentiality

- 13.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information").
- 13.2. Each party acknowledges and agrees that:
- 13.2.1. all Confidential Information shall remain the exclusive property of the disclosing party;
 - 13.2.2. it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement;
 - 13.2.3. it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and
 - 13.2.4. it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to a company, its internal record-keeping requirements).
- 13.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:
- 13.3.1. is or becomes part of the public domain through no act or omission on the part of the receiving party;
 - 13.3.2. was possessed by the receiving party prior to the date of this Terms of Service without an obligation of confidentiality;
 - 13.3.3. is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or
 - 13.3.4. is required to be disclosed pursuant to law, court order, summons or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

14. Electronic communications.

- 14.1. By creating a Service Account, you agree that we may send you informational/ notifications via your preferred selected communication option as part of the normal business operation of your use of the Services. You may opt-out of receiving such electronic communications by unsubscribe from the electronic communication as per the available unsubscribe functionality or sending a message via our [Contact Us](#) page.
- 14.2. Take note, that unsubscribing from electronic communications from us to you may result in certain functions of the Services not working.

15. Suspension and termination of our services

- 15.1. We retain the right to deactivate or otherwise restrict you from accessing or using our Services in the event of a violation or alleged violation of these Terms of Service, your disparagement of us, or your act or omission that causes harm to our brand, reputation or business, as determined by us in our sole discretion or as otherwise agreed to.
- 15.2. **Your termination as user of the HelloHouse Platform:** you can terminate the Services at any time by halting to you use of our Services. If you wish us to remove all your Personal Information from our Services, you can communicate with us via our [Contact Us](#) and request us accordingly. On receipt of your notice and confirmation that no charges are outstanding we will terminate our contract with you and remove your Personal Information within a reasonable time, with the understanding that you have removed all User Content/ material that you may have downloaded via our Services. Take note, we will only act on instructions from email addresses that match your email address on our HelloHouse Platform.
- 15.3. **Your termination as Property owner and/ or developer :** you can terminate the Services by giving us notification of termination in writing.
- 15.4. **Our termination:** We can terminate this Agreement at any time if, in our sole discretion, you have breached any of the terms and conditions.
- 15.5. **Consequences of termination:** You will no longer be able to access the Service Account. You may still browse our website; it will, however, be subject to our Terms of Use. Take note: Termination of the Terms of Services will not affect any Service Agreement in place at the time of termination hereof.

16. Dispute resolution

ANY DISPUTE ARISING FROM THESE TERMS OF USE SHALL BE SUBJECT TO THE FOLLOWING DISPUTE RESOLUTION PROCEDURES:

- 16.1. **Informal dispute resolution:** Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both

Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 14 (fourteen) days of the dispute having been referred.

- 16.2. **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of clause 16.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
- 16.3. **Institution of Formal Proceedings:** Subject to the provisions of clauses 16.1 and 16.2 above, the Parties agree that either Party may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause 16.4. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
- 16.4. **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 16.3, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa.
- 16.5. **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 16.5 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 16.6. **Continued performance:** Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
- 16.7. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 16.8. **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the Parties.
- 16.9. **Excluded relief:** This clause 16 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the parties are engaged including forums available to you as a consumer.
- 16.10. **Agreed Jurisdiction:** The Parties hereby consent to the jurisdiction of the High Court of South Africa, Western Cape Division in respect of proceedings referred to in clause 16.3 above.

17. General

- 17.1. **The Whole Agreement:** These Terms of Service expressly supersede prior agreements or arrangements with you, except obviously for those terms and conditions that are incorporated by reference to these Terms of Service.
- 17.2. **Assignment:** You may not assign any rights or obligations under this Agreement to any other third party. We may assign any of our rights or obligations to any third party.
- 17.3. **Third Party beneficiary:** Except as specifically stated in these Terms of Service, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not pursue such payment, but we continue to provide the Service, we can still require you to make the payment at a later date.

18. Definitions

- 18.1. **Billing Period:** the monthly period commencing on the first calendar day of the month and each subsequent monthly period during the Term (or, in the case of the last period, a shorter period that ends on the same date as the end of the Term).
- 18.2. **Confidential Information:** includes our Data, your Personal Information uploaded by you, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

- 18.3. **Data:** means all data related to the access and use of our Services hereunder, including all data related to users of our Services. All references to Data may also mean Information.
- 18.4. **Documentation:** the document(s) and other Service content made available to you by us via our site or Application (if any) or communicated to you by any other electronic means, which sets out a description of the Services and the User instructions for the Services.
- 18.5. **POPI Act:** the Protection of Personal Information Act 4 of 2013.
- 18.6. **Property Buyer:** the person that uses the Service to upload User Content (Preferences), identify and select property, and request engagement with them via the Services and where, if accepted by the Property Owner/ Developer, may perform as per the terms and conditions of the Contract of Purchase and Sale.
- 18.7. **Property Owner/ Developer:** means the party that places the User Content (i.e. property) or instruct us to place the User Content on the HelloHouse platform to invite potential Property Buyers to engagement as per the terms and conditions of Service Agreement.
- 18.8. **Services:** the provision of a technology platform by Property Engine under the brand name HelloHouse (HelloHouse Platform), to enable:
- 18.8.1. Property Buyers to upload User Content (Preferences) and be introduced to Property Owners/ Developers;
 - 18.8.2. Property Owner(s)/ Developer(s) to upload properties and engage with potential Property Buyers;
 - 18.8.3. Service Providers to upload their services and engage with potential Property Buyers and/ or Property Owners/ Developers; and
 - 18.8.4. associated services to enhance the user experience.
- 18.9. **User Content:**
- 18.9.1. The description, preferences and other relevant information, contained in the Property Buyers information, that explain and describe the property the Property Buyer is interested in.
 - 18.9.2. The properties available from the Property Owner/ Developer via our Services or other information that may be uploaded during the use of the Services.
 - 18.9.3. The description and other relevant information of services available from Service Providers that explain and describe the services made available by Service Providers via our Services
- 18.10. **VAT:** Value Added Tax as per the Value-Added Tax Act 89 of 1991.

END OF DOCUMENT