

## **TERMS OF USE**

In these Terms of Use, "Website" means <https://www.waterfallmall.co.za/>; "you" means the person who makes use of the Website; and "Personal Information" means any personal details which you provide in any way through the use of the Website, in any form whatsoever, which includes but is not limited to your first and last names, telephone number, email address, and any other type of personal information as defined in section 1 of the Protection of Personal Information Act No. 4 of 2013 (hereinafter referred to as "POPI").

The information, property search functionality along with any other additional service that Growthpoint Properties may add to the Website in future (hereinafter referred to as "the Service") are offered to you, the user, by Growthpoint Properties (hereinafter referred to as "we", "our", "us" or "Growthpoint Properties") subject to the following Terms of Use.

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

### **1. ACCEPTANCE**

These Terms of Use form an agreement between you and Growthpoint Properties. By making use of the Service which we offer herein, you hereby acknowledge that you have read, understood and agree to be bound by these Terms of Use.

### **2. CONSENT**

You hereby accept and consent to the Terms of Use and Privacy Policy, by your use of the Service, which acceptance and consent shall be deemed to have been given in writing.

### **3. USE OF THE SERVICE**

3.1 You agree that your use of the Service is for lawful purposes only. You agree that you will not use the Service for any unlawful purpose, including but not limited to the commission of a criminal offence, to gain unauthorised access to other computer systems, or for the transmission of unlawful material.

3.2 You agree that you will not utilise the Service unless you are at least 18 years old.

3.3 You agree not to transmit any content that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene.

3.4 We reserve the right to remove any content that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene and to block the user responsible for the transmission of such content.

#### **4. USE OF THE PERSONAL INFORMATION**

We shall only use your Personal Information as provided for in these Terms of Use and in terms of the Privacy Policy.

#### **5. AMENDMENTS**

5.1 We reserve the right, within our sole discretion and at any time, to amend these Terms of Use, which includes deleting any Terms of Use and adding any further Terms of Use.

5.2 We shall endeavour to provide you with a notice informing you of such amendments, or drawing your attention to the amended Terms of Use. In the event that you do not agree with the amended Terms of Use you may terminate your use of the Service herein and inform us of your termination so that we may delete, dispose of or de-identify your Personal Information.

5.3 The amended Terms of Use will immediately and automatically come into effect, subject to the above option and request to terminate.

#### **6. FEES**

6.1 There are no fees charged to you to use the Website.

#### **7. AVAILABILITY OF WEBSITE AND SERVICE**

7.1. The Website and the Service may become unavailable from time to time due to maintenance, electricity supply failure, network problems or for any other reason.

7.2. Growthpoint Properties shall not be held liable for any interruptions in the availability of the Website and the Service, for any reason.

## **8. THE USER'S PRIVACY**

8.1. We acknowledge that you have the right to privacy and privacy of the Personal Information provided, and we respect this right.

8.2. We shall use our best endeavours to, in accordance with our Privacy Policy, protect your Personal Information and to keep it confidential from persons who are not authorised to have access to and view the Personal Information.

8.3. Persons who have access to your Personal Information will be subject to binding agreements with Growthpoint Properties which uphold your right to privacy.

## **9. GENERAL DISCLAIMER**

You hereby agree to access and use the Website and the Service entirely at your own risk.

## **10. EXCLUSION OF LIABILITY**

10.1. The Website and the Service 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 Service. We do not warrant that the functions and the Service will be uninterrupted or error-free, or that the Service or the server is free from viruses or other harmful components.

10.2. Growthpoint Properties, including its owners, 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 Service.

10.3. Growthpoint Properties, including its owners, 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 Website or the Service, or any functionality of the Service or of any linked website or service.

- 10.4. You hereby indemnify us, and our owners, 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 Website and/or the Service, including the uploading of any content to the Website by you.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. Growthpoint Properties is the owner of the Website and the Service and we retain all intellectual property rights thereto, whether registered or not, including all current and future content on the Website, which is not owned by a third party, and nothing in the Service should be construed as a right to use or licence of any of the intellectual property.
- 11.2. The Service and its contents, which includes all intellectual property therein, may not be reproduced, copied, used, sold or displayed in any manner whatsoever, without our express prior written consent thereto.
- 11.3. You may not use or permit the use of any material or any part thereof, as a trade mark, trade name, business name, service mark, or logo or claim or permit another to claim any proprietary rights in any manner in the material or any part thereof.
- 11.4. Any content transmitted by a user is owned by that user and not by Growthpoint Properties.

## **12. LINKS AND LINKING**

- 12.1. We may provide you with links to other services through the Website. The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party and the reliance on any Personal Information and content provided by the external link is entirely at your own risk.

12.2. We may at times, display third party advertising and promotional material on the Website and the display of such material should not be construed as us endorsing any goods or services of that third party. Reliance on any such promotional or advertising material is entirely at your own risk.

12.3. If a third party wishes to link to the Website from their service, they must first obtain our express prior written approval and permission.

### **13. BREACH**

We may, in our sole discretion, block or suspend a user or discontinue with the Service without prior notice in the following instances:

13.1. In the event that you breach any terms of these Terms of Use;

13.2. If you utilise the Service for unlawful or fraudulent purposes;

13.3. If it is necessary to protect Growthpoint Properties, its customers or its systems;

13.4. In the event of fraud or suspected fraud by you or any other person in relation to the Service.

### **14. TERMINATION AND SUSPENSION**

We may, in our sole discretion decide to suspend or discontinue with the Service and may terminate the Service, at any time whatsoever, and you shall have no recourse in any event of suspension or termination.

### **15. GOOD FAITH**

You herewith agree to use this Website and the Service herein with the utmost good faith, integrity and trust.

### **16. GOVERNING LAW**

This Website 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.

## **17. COMPLAINTS AND DISPUTES**

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

## **18. ENTIRE AGREEMENT**

18.1. This Website is controlled, operated and administered by Growthpoint Properties from its offices as set out below within the Republic of South Africa.

18.2. If any of the provisions of these Terms of Use are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed to have been excluded from these Terms of Use, and the remainder of the provisions of these Terms of Use will continue in full force.

18.3. These Terms of Use constitute the entire agreement between Growthpoint Properties and you with regard to the use of the Service and this Website.