

CROWDPROP COMMERCIAL TERMS AND CONDITIONS

Last updated: 02/10/2020

All clauses in these Terms displayed in **BOLD** are provisions which limit the risk or liability of CrowdProp and constitute an assumption of risk or liability by you, impose an obligation on you to indemnify CrowdProp or is an acknowledgement of a fact by you. Please read these clauses carefully before agreeing to these Terms.

1. **DISCLAIMER**

- 1.1. **Any reliance you place on any information on the Website or with the Services is strictly at your own risk. CrowdProp will not accept any responsibility for any loss whatsoever which may arise from reliance on information or materials published on the Website or with the Services.**
- 1.2. **All information provided on the Website and with the Services is the intellectual property of CrowdProp and is subject to these Terms and applicable laws.**

2. **INTERPRETATION AND DEFINITIONS**

- 2.1. **"3PIM Bank Account"** means a separate and independent bank account opened for each individual Investor, administered and managed by ELA Asset Management Proprietary Limited (Company Registration No. 2017/435463/07) on behalf of CrowdProp, opened with First National Bank, a Division of FirstRand Bank Limited (Registration number 1929/001225/06) in terms of its 3rd Party Investment Manager system;
- 2.2. **"Account"** means the account created by Users through which Users access the Website and manage any Property Projects invested in;
- 2.3. **"CrowdProp", "us" and "we"** means CrowdFin Proprietary Limited (Company registration number 2019/552151/07), a private company incorporated in terms of the laws of the Republic of South Africa, with its physical address at Office 103 Killarney Mall Office Tower, 60 Riviera road, Killarney, Johannesburg, Gauteng;

- 2.4. **"CrowdProp Model"** means the model by which Investors invest in Property Projects, as set out in clause 7.1;
- 2.5. **"Investor", "User" and "you"** means the person making use of the Services;
- 2.6. **"Personal Information"** means all information about a User that can be used to identify the User;
- 2.7. **"Pledge Period"** means the period as described in clause 7.1.4;
- 2.8. **"Property Project"** means an immovable property or immovable property project available in terms of the CrowdProp Model and as advertised on the Website, in terms of which an Investor may make an investment in the manner set out in clause 7.1;
- 2.9. **"Services"** means the use of the Website and your Account, which includes the services supplied by CrowdProp to Users through the Website and Account, as set out in these Terms;
- 2.10. **"Terms"** means these terms in this legally binding agreement that regulate your use of the Services and our relationship with you; and
- 2.11. **"Website"** means <https://CrowdProp.co.za>, including all sub-domains.

3. WHEN DO THESE TERMS APPLY?

- 3.1. **By using the Services you agree to be bound to the Terms as a User, to the extent that they are applicable to you. You may not access the Services (which includes this Website) if you do not agree with these Terms.**
- 3.2. We reserve the right to refuse any request for our Services without notice or reason.
- 3.3. These Terms will also apply to any future services and interaction channels that may be made available by us unless stated otherwise.

4. OTHER APPLICABLE TERMS

Your use of the Services will be regulated by these Terms as well as any other terms that are available on the Website ("**the Additional Terms**"). The Additional Terms

include the privacy policy governing the use of your Personal Information ("**the Privacy Policy**") and the disclaimer relating to your use of the Website and Services ("**the Disclaimer**"). If there is a conflict between these Terms and the Additional Terms, the following order of preference will be applied in respect of applying such terms: (1) these Terms; (2) the Privacy Policy; and (3) the Disclaimer, in so far as the Additional Terms are applicable to you.

5. CHANGES TO THESE TERMS

5.1. We may change or add to these Terms, change or cancel the Services or offer new Services to you from time to time, change the Website from time to time or remove the Website from time to time, at our discretion. We will notify you of any material changes *via* email which will contain a link to the updated terms or with a prominent notice on the Website. Your continued use of the Services will constitute your deemed acceptance to be bound to the revised Terms and you may not access the Services if you do not agree with these revised Terms.

5.2. We will give you 30 (thirty) calendar days' notice of a material change to these Terms. Should you disagree with the changes made, you can discontinue using our Services.

6. DURATION OF THESE TERMS

Simply, these Terms apply for as long as you use our Services, which shall include the period until any disputes have been settled in the event of any disputes arising from the use of the Services.

7. OUR SERVICES

7.1. The CrowdProp Model provides an Investor, with the opportunity to invest in immovable property or larger immovable property projects ("**Property Projects**") by using the power of the crowd. The CrowdProp Model works as follows:

7.1.1. Property Projects are advertised on the Website with a specific monetary target that must be reached for the Property Project to be approved;

- 7.1.2. Investors can choose which Property Projects to invest in and how much they would like to invest;
 - 7.1.3. if the monetary target for a particular Property Project is reached, the particular Property Project is approved and the Investors will own a portion of the Property Project which is proportionately equal to the monetary investment made by each Investor. If the monetary target for a particular Property Project is not reached, the Property Project will not be approved and the total investment made by each Investor will be returned, at no extra cost to the Investor (other than such costs which may be charged by the bank of an Investor for such remittance); and
 - 7.1.4. up until a Property Project has reached its monetary goal, the contribution of each Investor shall be a soft pledge, meaning that an investor may request the return of the total investment made for such a Property Project (at such time and in the manner as set out in our terms and conditions relating to an Investor's pledge and which will be made available at the pledge stage). The Investor will at such time that the Property Project is approved, receive a request from CrowdProp, to either confirm the investment or request to have the full investment returned at no extra costs (other than such costs which may be charged by the bank of the Investor for such remittance) ("**Pledge Period**"). Once the Pledge Period is over and in terms of which, the Investor has confirmed the investment, the investment made can only be terminated in accordance with the relevant transaction agreement regulating the confirmed investment and which will be provided to the Investor for signature.
- 7.2. The CrowdProp Model is regulated entirely by specific transaction agreements, which will be shared with you once you have activated your Account and are in the process of making an investment into a Property Project.
- 7.3. The Website, however, acts as the platform connecting you, the Investor, to the CrowdProp Model and **these Terms regulate your use of the Website and your Account only (the "Services")**.

- 7.4. The Website will allow you to do the following:
- 7.4.1. create an Account;
 - 7.4.2. make general use of the Website and browse Property Projects;
 - 7.4.3. manage your Account and investment portfolio created using the CrowdProp Model; and
 - 7.4.4. offer to make an investment into any Property Project(s) and offer to sell any interest you have in any Property Project(s).
- 7.5. Further specific details about the CrowdProp Model and Services are available on the Website.
- 7.6. **The information presented in the Services is not advice and should be used for informational purposes only. Any reliance on the information provided in the Services is at your own risk.**
- 7.7. **It is entirely your responsibility to seek legal advice and/or financial advice on the legal and/or financial effect of the Services provided by us to you and/or any investment made by using the CrowdProp Model. The provision by CrowdProp of the Services and any information relating to the CrowdProp Model does not constitute financial advice and nothing in this document should be construed as constituting financial advice. Any investment made by you in any Property Project is entirely at your own risk and CrowdProp does not endorse or guarantee any Property Project as being profitable, secure or a risk-free investment.**
- 7.8. **An issue of shares to you, in relation to a particular Property Project, is dependent on several factors, which may include, whether the monetary target for the particular Property Project has been reached and whether you as an Investor have confirmed in writing that your pledged investment is to be used to subscribe for such shares. As such, CrowdProp does not give any warranty or guarantee that an investment made by an Investor will secure him/her/it such an issue of shares.**

- 7.9. The Services and the CrowdProp Model are only permitted to be used by Users who are 18 (eighteen) years and older at the time of agreeing to these Terms.

8. YOUR ACCOUNT AND INFORMATION

- 8.1. In order to access the Services, you will be required to create an Account by providing your Personal Information to CrowdProp.
- 8.2. Your Account will only be activated once CrowdProp has received relevant documentation necessary for CrowdProp to fully comply with any Know Your Customer ('KYC') obligations placed on it in terms of the Financial Intelligence Centre Act No. 38 of 2001. CrowdProp will provide you with necessary information once you create an Account.
- 8.3. By creating an Account, you acknowledge and agree that all information provided to CrowdProp, including the Personal Information, is your own, accurate and has not been tampered with.
- 8.4. You are solely responsible for the safekeeping of your Account access credentials. This means that should anyone enter your Account access credentials (whether that be you, or anyone else), we assume that the person using the Website or Services is you.
- 8.5. You are not allowed to share your Account with any other Users. Only you may use your Account to access the Website and Services and you may only use your Account and the Services for your own personal purposes. You are strictly prohibited from sub-licensing or commercially exploiting your Account or the Services.
- 8.6. It is in your interests to familiarise yourself with our security requirements, guidelines and procedures communicated by us from time to time and follow these carefully.
- 8.7. You must inform us immediately if there has been, or if you suspect, any breach of security, confidentiality or of your Account, and update your Account access credentials.

9. CANCELLATION AND SUSPENSION

- 9.1. At any time, and without cause, we may cancel or suspend your Account or access to the Website and/or use of the Services in our sole discretion, without any liability if you are in breach of these Terms.
- 9.2. In addition, CrowdProp may cancel your Account, terminate these Terms, suspend CrowdProp's obligations if:
 - 9.2.1. we become aware of circumstances that lead us to believe that you will not perform your obligations required by these Terms;
 - 9.2.2. you have used the Website to breach the intellectual property rights of CrowdProp or any third party;
 - 9.2.3. you have not used your Account or the Services for 5 (five) years and are therefore considered to be an inactive User; or
 - 9.2.4. you have suspended any payments due by you in terms of these Terms to us.
- 9.3. Importantly, all our rights in respect of the confidentiality undertakings and our limitation of liability as set out below will survive the termination of these Terms.
- 9.4. Upon termination of these Terms:
 - 9.4.1. you must make all reasonable efforts to delete all parts of the Services held by you in any format whatsoever;
 - 9.4.2. you must immediately cease all use of the Services;
 - 9.4.3. we will delete your Account and you will no longer be able to access any portion of the Website or Services that requires an Account; and
 - 9.4.4. we will remove your payment information from our systems but will retain your Personal Information generated as a result of the Services for a reasonable period in line with the Privacy Policy.

10. FEES

- 10.1. There are no costs applicable to your use of the Services.
- 10.2. You are free to decide on the amount of your investment into any Property Project eligible for investment in terms of the CrowdProp Model, however, there will be a minimum and maximum investment limit applicable to some Property Projects.
- 10.3. Any costs, fees or charges applicable to your use and investment in the CrowdProp Model, and the terms applicable thereto, are regulated in the separate transaction agreements which regulate your investments into Property Projects, the specific details of which will be made available to you in such agreements and on the Website. The fees that CrowdProp shall be entitled to in terms of your use of the CrowdProp Model, shall be set out in the 'Prospectus' linked to the particular Property Project, which shall be made available to you during or immediately following the Pledge Period.
- 10.4. Any investment made by an Investor into a particular Property Project related to the CrowdProp Model will be by means of Electronic Funds Transfer into a bank account, the details of which will be communicated to you when you have successfully applied for an investment into a Property Project and in terms of which:
 - 10.4.1. CrowdProp will not be responsible whatsoever if you make any payment to the incorrect bank account;
 - 10.4.2. CrowdProp will not have access to your credit card or payment information;
 - 10.4.3. CrowdProp will make all documentation relating to transactions available to you on your Account and *via* email;
 - 10.4.4. CrowdProp will only recognise an investment into a Property Project for an Investor if the payment has cleared in the bank account of CrowdProp. Should any payment be unsuccessful, the investment of the Investor will not be recognised for the particular Property Project in which he/she/it is trying to invest in, the Investor will, however, be notified of this and will be able to attend to payment again;

- 10.4.5. Any investment application made or money transferred after the particular Property Project's cut off date will not be recognised for purposes of the Property Project.
 - 10.4.6. if you cancel a payment by giving instruction to your bank to return your funds, and they do so, or your billing details provided are no longer valid, you will be liable to us for any penalty which we incur to that bank or other payment processor;
 - 10.4.7. If the payment currency is described in a different currency to that which you use, you accept all risk for any currency fluctuations, and you undertake to make payment in full in our stated currency. You similarly undertake to pay any levy that may arise because of the currencies differing;
 - 10.4.8. Payments made exclude any applicable taxes unless stated otherwise. To the extent allowed under applicable laws, the User is responsible for any applicable taxes, whether they are listed in these Terms, on the Website or on the transaction documents regulating the investment into a Property Project, or not;
 - 10.4.9. **Under no circumstances will CrowdProp be responsible for any fees incurred by you to any other third parties.**
- 10.5. Any distribution flowing to an Investor from a particular Property Project shall be deposited into a specified and secure 3PIM Bank Account opened solely for the particular Investor. Although there are no charges related to the opening and maintenance of such account for the Investor, you, as an Investor, agree to adhere to the terms and conditions stipulated by First National Bank as it relates to the 3PIM Bank Account and agree to pay any fees that may be charged by First National Bank or your own bank when making payment to or from your 3PIM Bank Account.

11. REFUNDS

- 11.1. In terms of the Electronic Communications and Transactions Act No. 25 of 2002, consumers have a 7-day cooling-off period in which they can cancel an agreement concluded electronically for the supply of goods or services without reason or penalty. In compliance with this right, the Investor may

cancel an investment made any time during the Pledge Period (for an understanding of this process and the Pledge Period, please see clause 7.1 and in particular clause 7.1.4, as well as the Website for more information), the Investor may cancel the transaction agreement regulating this initial investment made in the Pledge Period. This Pledge Period will always be more than 7 (seven) days, however, if not, the Investor will have an opportunity to cancel any such agreement irrespective, if within 7 (seven) days of an investment.

- 11.2. If the Investor cancels any investment made in the Pledge Period, any payments made in terms of such an investment will be paid back in full and at no extra costs (other than such costs which may be charged by the bank of an Investor for such remittance).
- 11.3. If the Investor wants to cancel an investment made after the Pledge Period and request a refund, CrowdProp will assess such request on its merits, the types of problems you encountered and your use of the Services and the CrowdProp Model, however, CrowdProp is under no obligation, and may in its sole discretion (taking all circumstances into account), execute such cancellation and refund if a request is made after the Pledge Period (for an understanding of this process and the Pledge Period, please see clause 7.1 and in particular clause 7.1.4, as well as the Website for more information).
- 11.4. All refunds granted will be paid to the User's payment card used for making payment within 30 (thirty) calendar days of the refund being granted.

12. PROMOTIONAL CODES

- 12.1. We may, at our discretion, make promotional codes available to you, providing a discounted fee.
- 12.2. The promotional codes will be distributed for free by us and will be strictly enforced regarding any expiry date linked to such promotional code and other terms that may apply to the promotional code.

13. CHANGES TO THE SERVICES

- 13.1. CrowdProp shall inform Users of any material changes to the Services by manner of email or prominent notice on the Website. Continued use of the

Website after this notice has been displayed shall be deemed as your acceptance of the changes.

- 13.2. Should any changes to the Services result in a User having less functionality from the Services, the notice will be sent 30 (thirty) calendar days before any such changes take place, unless prior notice is not reasonably possible in the circumstances.

14. ACCEPTABLE USE POLICY

- 14.1. Users may specifically not use the Services for the direct benefit of their own clients. The Services are made available for the personal, non-commercial use of the User only.
- 14.2. Some devices may not support the use of our Website. It is your responsibility to keep your device(s) updated and/or in a condition for them to support the use of our Website, including internet access capabilities.
- 14.3. The use of our Services may be restricted to certain geographical areas. It is your responsibility to determine whether your location is supported by our Services before incurring any liability to us as we will not be liable for any loss that you may incur because of our Services not being supported, or being able to be implemented, in your location.
- 14.4. You must respect our Services and our intellectual property in utmost good faith and use it only as we intend it to be used. Any use by you of our Services which violates this undertaking can result in us terminating your use of our Services. We will be the sole judge of what constitutes a violation of your undertaking to use our Services, but these will likely be good grounds:
 - 14.4.1. copying or distributing any of the content on our Website or provided in a seminar without our explicit consent to do so;
 - 14.4.2. providing any untrue or incorrect information to us;
 - 14.4.3. changing, modifying, copying, decompiling, circumventing, disabling, tampering with or any part of our Website, including the security features or reverse engineering our Website;

- 14.4.4. infecting our Website with any software, malware or code that may infect, damage, delay or impede the operation of our Website or which may intercept, alter or interfere with any data generated by or received through our Website;
- 14.4.5. using malicious search technology, including, but not limited to, spiders and crawlers;
- 14.4.6. deep linking to any pages of our Website or engaging in any other conduct in a way to suggest that you are the owner of any intellectual property in our Services;
- 14.4.7. allowing any third party to use your Account in any manner other than as permitted by these Terms; or
- 14.4.8. using the interactive sections of our Website to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws.

15. ELECTRONIC MESSAGES AND COMMUNICATION

- 15.1. We will primarily use email and electronic notices on the Website as our communication tool for all communications relating to our Services or these Terms. This may also include the use of SMS (short message services), registered mail or telephone.
- 15.2. **Please note that by accepting these Terms and using our Services, you acknowledge that we may use your personal contact information provided by you for communicating with you *via* electronic messages and communication in terms of applicable data protection laws, including the Protection of Personal Information Act, 4 of 2013 and the General Data Protection Regulation ((EU) 2016/679). This includes us sending you direct marketing communications. You can opt-out from receiving further direct marketing messages at any point in time.**

16. SOCIAL MEDIA INTEGRATION

- 16.1. The Website may allow you to create an Account, profile, log in and/or share information through connecting to various social media sites or apps, including Facebook, Twitter, LinkedIn, and Instagram.
- 16.2. If you proceed to use our Services in such context, then the relevant social media websites' rules will also apply, and you agree to such integration.

17. THIRD PARTY SITES

- 17.1. We may provide certain hyperlinks to third party websites or apps only for your convenience, and the inclusion of any hyperlinks or any advertisement of any third party on our Website does not imply endorsement by us of their websites or apps, their products, business or security practices or any association with its operators.
- 17.2. If you access and use any third-party websites, apps, products, services, and/or business, you do that solely at your own risk.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. You acknowledge and agree that all right, title and interest in, and to, any of our intellectual property (including but not limited to any copyright, trade mark, design, logo, process, practice, or methodology which forms part of, or is displayed or used on the Services including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software) is proprietary to us or the respective owner(s)' property and will remain our or the owner's property at all times.
- 18.2. You agree that you will not acquire any rights of any nature in respect of that intellectual property by using our Services.

19. WARRANTIES AND REPRESENTATIONS

Subject to applicable laws:

- 19.1. **we give no guarantee of any kind concerning the content or quality of our Services and our Services are not to be considered as advice of any kind, especially financial advice or investment advice;**

- 19.2. **we do not give any warranty (express or implied) or make any representation that our Services will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose; and**
- 19.3. **we make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the Services and/or the information, images or audio contained on the Website. Our Services are used at your own risk.**
- 19.4. **You warrant to and in favour of us that:**
- 19.4.1. **you have the legal capacity to agree to and be bound by these Terms; and/or**
- 19.4.2. **these Terms constitute a contract valid and binding on you and enforceable against you.**
- 19.5. **Each of the warranties given by you will:**
- 19.5.1. **be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in these Terms;**
- 19.5.2. **continue and remain in force irrespective of whether these Terms are active, suspended or cancelled; and**
- 19.5.3. **be deemed to be material.**

20. LIMITED LIABILITIES

- 20.1. **To be clear:**
- 20.1.1. **we will not be liable for any loss arising from your use of the Services or any reliance on the information presented on the Website or in the Services or provided by CrowdProp as part of the Services;**

- 20.1.2. **we will not be liable to you for any loss caused by using our Services or your liability to any third party arising from those subjects. This includes but is not limited to:**
- 20.1.2.1. **any loss or damage resulting from any unauthorised use of your Account;**
 - 20.1.2.2. **any interruption, malfunction, downtime, off-line situation or other failure of the Website, system, databases or any of its components;**
 - 20.1.2.3. **any loss or damage regarding your data or other data directly or indirectly caused by malfunction of the Website; and**
 - 20.1.2.4. **any third-party systems whatsoever, power failures, unlawful access to or theft of data, computer viruses or destructive code on the Website, or third-party systems or programming defects;**
- 20.1.3. **we will not be liable if any material available for downloading from the Website is not free from infection, viruses and/or other code that has contaminating or destructive properties;**
- 20.1.4. **the Website may include inaccuracies or typo's – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely (and/or negligently) erroneous;**
- 20.1.5. **we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of our Services. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and**

20.1.6. **finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer (which may include, without limitation, loss of business, loss of profits or contracts, loss of income or revenue, loss of anticipated savings or loss of goodwill).**

20.2. **If any matter results in a valid claim against CrowdProp, CrowdProp's liability will be limited to R1,000 (one thousand Rand) paid by the User in respect of the Services supplied under these Terms.**

21. INDEMNITY

You shall indemnify, defend and hold us (including our shareholders, directors and employees, in whose favour this constitutes a stipulation capable of acceptance in writing at any time), our affiliates and their employees and suppliers harmless from any and all third party claims, any, actions, suits, proceedings, penalties, judgments, disbursements, fines, costs, expenses, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind) and liabilities, including reasonable attorneys' fees, whether directly or indirectly arising out of, relating to, or resulting from negligence, intent, breach of these Terms or violation of applicable law, rule, regulation by a party or its affiliates, or their respective owners, officers, directors, employees, or representatives or any other action or omission of any nature.

22. FORCE MAJEURE

Except for the obligation to pay monies due and owing, neither you nor we shall be liable if either of us cannot perform in terms of any agreed terms due to reasons beyond our control. This includes, without limitation, lightning, flooding, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for which we are not responsible, pandemics and acts of government or other competent authorities (including telecommunications and internet service providers).

23. ARBITRATION

- 23.1. Any dispute which arises out of or pursuant to these Terms (other than where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction) shall be submitted to and decided by arbitration in accordance with the arbitration rules and legislation for the time being in force in the Republic of South Africa.
- 23.2. The parties shall jointly appoint an arbitrator within 14 (fourteen) calendar days of either party demanding arbitration from the other Party, failing which either party shall be entitled to approach the Secretariat of the Arbitration Foundation of South Africa ("**AFSA**") to recommend an arbitrator to preside over the arbitration proceedings, which recommendation will immediately be deemed to have been accepted by the parties as soon as such recommendation is made to either party and the arbitration process may immediately commence.
- 23.3. Unless otherwise agreed, the rules of Commercial Arbitration as stipulated by AFSA will apply to such arbitration.
- 23.4. That arbitration shall be held:
- 23.4.1. with only the parties and their representatives present;
 - 23.4.2. at Johannesburg.
- 23.5. The provisions of this clause 23 are severable from the rest of these Terms and shall remain in effect even if these Terms are terminated for any reason.
- 23.6. The arbitrator's award shall be final and binding on the Parties and incapable of appeal.

24. LEGAL DISCLOSURE

- 24.1. **Website owner:** CrowdFin Proprietary Limited (Company registration number 2019/552151/07).
- 24.2. **Legal status:** CrowdFin Proprietary Limited is a private company, duly incorporated in terms of the applicable laws of the Republic of South Africa.
- 24.3. **Directors:** Zakariya Omarjee and Faadil Yusuf Moti.

- 24.4. **Description of main business of CrowdProp:** immovable property investment.
- 24.5. **Email address:** admin@crowdprop.co.za.
- 24.6. **Website address:** <https://crowdprop.co.za>
- 24.7. **Physical address:** Office 103 Killarney mall office tower, 60 Riviera road, Killarney, Johannesburg, Gauteng, 2193.
- 24.8. **Registered address:** Office 103 Killarney mall office tower, 60 Riviera road, Killarney, Johannesburg, Gauteng, 2193.
- 24.9. **Postal address:** Office 103 Killarney mall office tower, 60 Riviera road, Killarney, Johannesburg, Gauteng, 2193.

25. GENERAL

- 25.1. **Suspension of the Website:** we may temporarily suspend the Website for any reason, including repairs or upgrades to the Website or other systems. CrowdProp will take reasonable efforts to notify Users of such suspensions in advance.
- 25.2. **Entire agreement:** these Terms constitute the whole agreement between the parties relating to the subject matter of these Terms and supersedes any other discussions, agreements and/or understandings regarding the subject matter of these Terms.
- 25.3. **Confidentiality:** neither party shall disclose any confidential information to any third party without the prior written approval of the other party, unless required by law.
- 25.4. **Law and jurisdiction:** these Terms and all obligations connected to them or arising from them shall be governed and interpreted in terms of the laws of the Republic of South Africa. Each party submits to the jurisdiction of the South African courts.
- 25.5. **Good faith:** the parties shall in their dealings with each other display good faith.

- 25.6. **Breach:** if either party to these Terms breaches any material provision or term of these Terms and fails to remedy such breach within 14 (fourteen) calendar days of receipt of written notice requiring it to do so then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law or under these Terms (including obtaining an interdict), to cancel these Terms or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved party's right to claim damages.
- 25.7. **No waiver:** the failure of CrowdProp to insist upon or enforce strict performance by the User of any provision of these Terms, or to exercise any right under these Terms, shall not be construed as a waiver or relinquishment of CrowdProp's right to enforce any such provision or right in any other instance.
- 25.8. **No assignment:** the User will not be entitled to cede its rights or delegate its obligations in terms of these Terms without the express prior written consent of CrowdProp.
- 25.9. **Relationship between the parties:** the parties agree that neither party is a partner or agent of the other party and neither party will have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.
- 25.10. **No representation:** to the extent permissible by law, no party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 25.11. **Severability:** any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of these Terms, without invalidating the remaining provisions of these Terms.
- 25.12. **No stipulation:** no part of these Terms shall constitute a stipulation in favour of any person who is not a party to these Terms unless the provision in question expressly provides that it does constitute such a stipulation.

25.13. **Notices:**

- 25.13.1. CrowdProp selects Office 103 Killarney mall office tower, 60 Riviera road, Killarney, Johannesburg, Gauteng, 2193 as its physical address and admin@crowdprop.oc.za as its email address for the service of all formal notices and legal processes in connection with these Terms, which may be updated from time to time by updating these Terms.
- 25.13.2. You hereby select the email address specified in your Account as your address for service of all formal notices and legal processes in connection with these Terms, which may be changed by providing CrowdProp with 7 (seven) calendar days' notice in writing.
- 25.13.3. Service *via* email shall be accepted in all cases where notice is required unless alternative service is required by law. Service *via* email is deemed to be received at the time and day of sending.