



PROPERTY DEVELOPMENT HUB (PTY) LTD PRIVACY POLICY FOR CLIENTS AND USERS

1. INTRODUCTION AND OVERVIEW

- 1.1. Property Development Hub (Pty) Ltd (herein after referred to as "PDH") hosts a website under the domain name www.PropertyDevelopmentHub.co.za (herein after referred to as "the Website") for the online marketing of property listings which are for sale or for rent as well as the advertising of relevant service providers in the real estate industry (collectively referred to as "Advertisements").
- 1.2. The website aims to be a market place for potential property buyers or tenants to meet prospective property sellers or proprietors; and PDH will not be subject to claims and/or disputes arising between these aforementioned parties as PDH does not take part in any transactions between these parties.

2. PERSONAL/PROPRIETARY INFORMATION, PRIVACY POLICY AND DATA HANDLING

- 2.1. Each User and Client agrees that, by using the Website, they provide PDH with certain personal and/or proprietary information, including, without limitation, its name, company details, property searches, addresses, contact numbers, email address, Advertisements, sales statistics, location information, valuations, prices and rentals.
- 2.2. PDH collects this information to compile the Website, provide services to the Users and Clients and related purposes. It is mandatory for the Client / User to provide some of this information in order to access the Website, as indicated on the Website.
- 2.3. By using the Website, each User and Client explicitly consents to PDH using or disclosing the Personal / Proprietary Information in the following circumstances:
 - 2.3.1. when requesting information on a property listing through the website contact form;
 - 2.3.2. for communication purposes from time to time, provided that the User / Client may request to be removed from a communication system;
 - 2.3.3. de-identified or aggregated Personal Info may be used for statistical and data analysis purposes;
 - 2.3.4. to improve the Website, to improve and develop new products, features and services;
 - 2.3.5. in the ordinary course of its business and for promotions and marketing;
 - 2.3.6. for use by its business partners for commercial or marketing purposes;
 - 2.3.7. to any party if it believes that it is required by law or by a court to do so or if PDH believes that this is necessary to prevent or lessen any unlawful or harmful actions.
- 2.4. In terms of the Protection of Personal Information Act, 2013, a person about which Personal Information is collected has the right :



- 2.4.1. of access to and the right to rectify the Personal Information collected;
 - 2.4.2. to object to the processing of Personal Information;
 - 2.4.3. to lodge a complaint to the Information Regulator.
- 2.5. Each User and Client agrees that, by using the Website,:
- 2.5.1. they accept responsibility for any action by any person using his/her name, account or password;
 - 2.5.2. agree to provide complete, up to date and accurate information;
 - 2.5.3. posts and listings to any public area of the website becomes available in the public domain and may be shared to other marketing channels.

3. CONFIDENTIALITY

- 3.1. Each Client and User undertakes to:
- 3.1.1. keep confidential all information, whether written or oral, concerning the business and affairs of PDH and of each other whether obtained from that party or any third party ("the Information");
 - 3.1.2. not disclose the Information to any person other than its employees, agents and/or consultants involved in the implementation of this agreement, without that party's prior written consent;
 - 3.1.3. use the Information solely in connection with the implementation of this agreement and not for its own benefit or that of any third party; and
 - 3.1.4. keep confidential the terms and conditions of this agreement.
- 3.2. The provisions of this clause do not apply to any Information which is:
- 3.2.1. independently developed by the recipient;
 - 3.2.2. publicly available without breach of this agreement; or
 - 3.2.3. released for disclosure by the disclosing party with its written consent.

4. INTELLECTUAL PROPERTY INDEMNITIES

- 4.1. All the content on the Website, including any and all graphics, text, icons, photographs, videos, hyperlinks, private information, designs, trademarks, software, databases, agreements, the name "Property Development Hub" and the associated logo, the Website source code, copyrights and any modifications and/or upgrades thereto, is the intellectual property of PDH.

The Clients and Users must not reverse-engineer or attempt to copy the Website in any way. The Client and Users may not use any automatic device or manual process to monitor or copy any part of the Website.