



PROPERTY DEVELOPMENT HUB (PTY) LTD TERMS AND CONDITIONS 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.
- 1.3. PDH may amend these standard terms and conditions (herein after referred to as "Ts&Cs") at any time, without prior notice.

2. CLIENT AGREEMENT

- 2.1. These Ts&Cs will act as the binding agreement ("the Contract") between PDH and each client ("Client") who advertises on the Website once the client confirms via checkbox during the registration or login process that they have read, understand and agree with the Ts&Cs that govern the use of the Website. Any person or entity making use of the Website for advertising purposes (e.g. creating a property listing) will be regarded as a Client.

3. USER AGREEMENT

- 3.1. All persons registering on, logging in, accessing or using the Website, will be regarded as users of the Website ("Users") and agree to be bound by these Ts&Cs, except for those provisions which, explicitly or implicitly, only apply to Clients. Any person or entity making use of the Website to view advertisements (e.g. browsing the Website for relevant property listings) will be regarded as a User.

4. PDH OVERALL COMMITMENTS, OBLIGATIONS AND WARRANTIES

- 4.1. PDH must provide the following services in respect to Clients and Users:
 - 4.1.1. display and market on the Website the Advertisements provided to it by the Client from time to time and subject to the limitations as per the quantity, type, content and design of Advertisements as reasonably determined by PDH from time to time;



- 4.2. PDH makes no warranties of any kind regarding the standard of the services or the content on the Website and, in particular, PDH does not warrant that:
- 4.2.1. the Website is error-free;
 - 4.2.2. the content is accurate and relevant;
 - 4.2.3. the Website will be accessible and operative on a 24 hour-per-day, 7 day-per-week basis; and
 - 4.2.4. that any downloads or applications accessed through the Website are free of viruses, Trojans, or other harmful mechanisms.

5. THE CLIENT'S COMMITMENTS, OBLIGATIONS AND WARRANTIES

- 5.1. The Client must, at its own cost:
- 5.1.1. include the information, images and details on each Advertisement as reasonably specified by PDH from time to time;
 - 5.1.2. protect its account credentials by not divulging passwords and/or usernames to other parties;
 - 5.1.3. ensure that none of the information or Advertisements provided by it to PDH includes any content that:
 - 5.1.3.1. is false, misleading or incorrect;
 - 5.1.3.2. may be considered abusive, inappropriate, offensive or discriminatory;
 - 5.1.3.3. infringes the intellectual property rights of any third person; or
 - 5.1.3.4. infringes the privacy and protection of personal information rights of any third person;
 - 5.1.4. comply with all applicable laws, legislation and regulations in respect to the conduct of its business and the placement of Advertisements on the Website.
 - 5.1.5. the Client warrants that the content and design of the Advertisements and other information provided by it to PDH does not, and will not, infringe any intellectual property rights of any other person. The Client indemnifies PDH and holds it harmless against any claim made as a result of this warranty not being true or any other breach of these Ts&Cs or the Contract.

6. USE OF THE WEBSITE

- 6.1. Each User/Client acknowledges that PDH does not verify or warrant the accuracy or completeness of the Advertisements or any other information on the Website.
- 6.2. No-one may link any page on the Website without PDH's prior written consent. The Website contains links to other third party websites over which PDH has no control. PDH does not recommend any products or services advertised on those websites and the Client/User uses them at its own risk.
- 6.3. PDH uses "cookies" to enable it to personalise each User's visit to the Website, simplify the signing-in procedure, keep track of your preferences and to track the usage of the Website. Cookies are small pieces of information that



are stored in the hard drive of the User's computer by the browser. The browser will have the option to prevent websites using cookies, but this may however reduce the functionality of the Website.

7. SECURITY OF THE WEBSITE

- 7.1. Each User/Client uses the website at his/her own risk.
- 7.2. The website utilises one or more online payment service providers and card payments are not processed on a page controlled by the website. All credit card and/or alternative payment details are encrypted by the online payment service provider and PDH has no access or control over this information. PDH only makes use of industry leading online payment service providers to protect our Client's account information.

8. LIMITATION OF LIABILITY AND INTERRUPTION TO SERVICE

- 8.1. Each User and Client hereby waives any rights or claims it may have against PDH in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered as a result of the User's or Client's use or inability to use the Website or the services or content provided from and through the Website.
- 8.2. Although the website is committed to no interruption to service, the website does not warrant that there will never be an interruption to service.

9. USER / CLIENT DISCLAIMERS AND WAIVERS

- 9.1. Each Client and User hereby acknowledges that:
 - 9.1.1. each Client/User is responsible for the negotiation and conclusion of any agreements that may result from the posting or access to Advertisements on the Website;
 - 9.1.2. PDH is not an estate agent, attorney, financial adviser or other professional adviser;
 - 9.1.3. there is no obligation on a Client/User to make use of any of the service providers advertised on the Website;
 - 9.1.4. PDH does not regulate or take any responsibility for the content, accuracy or completeness of the Advertisements, the Client's/User's information or for the security of the Client's/User's passwords in respect of the Website.

10. GENERAL COOLING OFF PERIOD, CANCELLATIONS AND REFUNDS

- 10.1. This clause refers to all contracts, including an upgrade of or an extension of a contract, concluded between a Client and PDH, but excludes a "Direct Marketing Contract" which is dealt with in the following section of this document.



10.1.1.A Client may, at any time, cancel a Contract, by giving written notice to PDH. Cancellation should be sent via

Email Info@PropertyDevelopmentHub.co.za.

10.1.2. Alternatively, the Client may also cancel the services provided by PDH by means of deleting their account in the profile dashboard when logged in.

10.1.3. Within 15 business days of receiving written notice of cancellation from a Client, PDH will cease to provide any services in respect of the Contract. The Client's profile, associated property listings and content will be removed from the Website, however a copy of the information may be retained by PDH for traceability.

10.1.4. PDH will not make any refund in respect of a cancellation due to the nature of the service. In the event that the Client has property listings which are active and have not reached its expiry date, the remaining days available from notice of cancellation will be foregone by the Client.

11. DIRECT MARKETING, COOLING OFF PERIOD AND REFUNDS

11.1. In this clause, a "Direct Marketing Contract" is any contract, including an upgrade of or an extension of a contract, concluded between a Client and PDH as a direct result of PDH approaching that Client, either in person, by mail, phone, fax or sms, for the purpose of promoting or offering to supply a Client with its services pertaining to Advertisements on the Website, but excludes contracts concluded as a result of an approach by a Client to PDH, whether by phone, sms, email or other method.

11.1.1.A Client may, without reason, cancel a Direct Marketing Contract, by giving written notice to PDH within 5 business days of commencement with the Direct Marketing Contract. Cancellation should be sent via Email Info@PropertyDevelopmentHub.co.za.

11.1.2. Within 15 business days of receiving written notice of cancellation from a Client, PDH will refund the Client the total amount received by the Client in respect of that Direct Marketing Contract, limited to the total subscription amount paid by the Client in respect of property listings created on the Website during the first 5 business days the Direct Marketing Contract was in force. An administration fee of 5% may apply.

11.1.3. PDH will cease to provide any services in respect of the Direct Marketing Contract within 48 hours from receipt of written cancellation.

11.1.4. Except as set out in clause 11.1.2, no refunds will be granted by PDH in any circumstances.

12. REPORTING A LISTING

12.1. Each User and Client have the right to report a listing to PDH management for investigation if they believe it is false, misleading, inaccurate, abusive, inappropriate, offensive, discriminatory or infringes on intellectual property rights or contravenes the protection of personal information act. Users and Clients are able to report a listing via



the website by populating the necessary "Report" contact form. Once the listing has been reported, PDH management will investigate the matter and will act accordingly, based on the discretion of PDH management.

- 12.2. In the event that a reported listing, based on the discretion of PDH management does not comply to the requirements stipulated in section 5.1.3 of this document, PDH has the right to remove the listing and all references to it, without prior consent of the Client.
- 12.3. No refund or credit will be granted in respect of reported listings that are removed from the website.

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

- 13.1. 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.
- 13.2. 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.
- 13.3. By using the Website, each User and Client explicitly consents to PDH using or disclosing the Personal / Proprietary Information in the following circumstances:
 - 13.3.1. when requesting information on a property listing through the website contact form;
 - 13.3.2. for communication purposes from time to time, provided that the User / Client may request to be removed from a communication system;
 - 13.3.3. de-identified or aggregated Personal Info may be used for statistical and data analysis purposes;
 - 13.3.4. to improve the Website, to improve and develop new products, features and services;
 - 13.3.5. in the ordinary course of its business and for promotions and marketing;
 - 13.3.6. for use by its business partners for commercial or marketing purposes;
 - 13.3.7. 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.
- 13.4. In terms of the Protection of Personal Information Act, 2013, a person about which Personal Information is collected has the right :
 - 13.4.1. of access to and the right to rectify the Personal Information collected;
 - 13.4.2. to object to the processing of Personal Information;
 - 13.4.3. to lodge a complaint to the Information Regulator.
- 13.5. Each User and Client agrees that, by using the Website, :
 - 13.5.1. they accept responsibility for any action by any person using his/her name, account or password;
 - 13.5.2. agree to provide complete, up to date and accurate information;



- 13.5.3. posts and listings to any public area of the website becomes available in the public domain and may be shared to other marketing channels.

14. CONFIDENTIALITY

14.1. Each Client and User undertakes to:

- 14.1.1. 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");
- 14.1.2. 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;
- 14.1.3. 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
- 14.1.4. keep confidential the terms and conditions of this agreement.

14.2. The provisions of this clause do not apply to any Information which is:

- 14.2.1. independently developed by the recipient;
- 14.2.2. publicly available without breach of this agreement; or
- 14.2.3. released for disclosure by the disclosing party with its written consent.

15. INTELLECTUAL PROPERTY INDEMNITIES

15.1. 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.

16. DISPUTES AND INCONGRUITIES

16.1. Either party may refer any dispute which arises out of this agreement to the other party for resolution and the parties must meet within 10 Business Days thereof to resolve the matter or to agree on alternate dispute proceedings, failing which either party may take any action appropriate. If the parties elect arbitration, the arbitration must be in Pretoria, before a single arbitrator. This clause does not prevent either party from applying to any court having jurisdiction for appropriate urgent relief.



17. SUB-CONTRACTING

17.1. PDH may cede or assign any of its rights or obligations in terms of this agreement or sub-contract any of its obligations in terms of this agreement without requiring the prior consent of the Client/User.

17.2. The Client/User may not cede or assign any of its rights or obligations in terms of this agreement without PDH's prior written consent.

For further reading see our [Privacy Policy](#)