

TERMS AND CONDITIONS



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The use and access of the website and mobile application is at all times subject to these Terms and Conditions of use. By using the Website and/or creating a HouseME Account, you are deemed to have agreed to these Terms and Conditions of use, including the Privacy Policy or other policies which may appear elsewhere on this Website. You are therefore requested to read these Terms and Conditions carefully prior to use.

1. DEFINITIONS AND INTERPRETATION

Account Information means the User's information which he/she/it is required to provide in order to register a profile when first logging on to the Website;

Agreement means these Terms and Conditions of Use, together with all appendices hereto;

Auction means an electronic bidding process run and administrated by HouseME via the Website, wherein prospective Tenants offer competing bids to rent a property at or above the advertised rental price on the Website;

Bid means an electronic bid submitted by a prospective Tenant in an Auction. A prospective Tenant who bids the highest bid for an advertised Property shall, after payment of the deposit or acceptance of the terms and conditions in respect of the DepositFREE product, have secured a Lease Agreement over the Property in accordance with these terms and conditions and accordingly be deemed to have made the winning bid;

Business Day means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;

Deposit means the security held against demonstrable physical or contractual damage suffered by the User as Landlord in terms of the Lease Agreement, either within a Trust account and / or as a policy secured and owned by HouseME, bought by the tenant "DepositFREE".

HouseME means HouseME Rental (Pty) Ltd, a private company with registration number 2016/317811/07;

Landlord or Lessor means the person or entity which lets the Property to the Tenant;

Lease Agreement means the property rental agreement between the Landlord and Tenant, attached hereto as Appendix A;

Management Package means one or more optional Value Added Services in terms of which HouseME acts on behalf of the Landlord to manage the Tenant and/or the Property for the duration/part of the Lease Agreement;

Password means the unique identifier selected by the User for purposes of gaining secured access to the Website or to various features within the Website, chosen by the User;

POPI means the Protection of Personal Information Act, 4 of 2013, as amended from time to time;

Personal Information means personal information as defined in section 1 of POPI;

Process or Processing means processing as defined in section 1 of POPI;

Privacy Policy means the policy found on this Website and also as **Appendix B**;

Property means the relevant property which is the subject of a Lease Agreement;

Rental means the rental amount payable by the Tenant to the Landlord in terms of a Lease Agreement;

Rental Guarantee means invoice factoring provided as an option to the User as Landlord by HouseME, in terms of which HouseME guarantees the payment of up to 2 (two) months' Rental which would be otherwise due by the Tenant to the Landlord, in the event that the Tenant defaults on payment thereof over and above the Deposit claimed as security against such default and as fully described in Clause 10;

Services Agreement means the separate services agreement which governs the performance of the Value Added Services by HouseME;

Tenant or Lessee means the person or entity contracting with the Landlord through HouseME;

User means any person accessing any part of the Website or the HouseME services, and for all clauses referring to Value Added Services "User" includes any person who has contracted with HouseME for any Value Added Services but who no longer has a User Account. Should a person no longer fulfil the definition of "User," this will not affect liability of that person towards HouseME;

User as Landlord means any person using the Website in order to advertise property, let, use the Auction mechanism or for any services related to landlords and the leasing of property provided by HouseME;

User as Tenant means any person using the Website in order to view, pay rent, Bid for or for any services related to tenants and the letting of property provided by HouseME;

Value Added Service means any optional call-out-service offered to the User by HouseME as described on the Website and as further contemplated in clause 8 (*Value Added Services*), the terms of which are governed by the Services Agreement;

Website means the website located at the URL www.House.ME and any sub-pages, mobile app and any other means of connecting to HouseME servers and/or services.

- 1.1. The termination of this Agreement shall not affect those provisions which of necessity must continue to have effect after termination.
- 1.2. Words importing the singular shall include the plural and *vice versa* and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.3. The headings to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.4. If any provision in this clause 1 is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause 1, effect shall be given thereto as if such provision were a substantive provision in the body of the Agreement.
- 1.5. This Agreement shall be binding on and enforceable by the administrators, trustees, assigns or liquidators of the parties as fully and effectively as if they had signed this Agreement in the first instance and reference to either party shall be deemed to include such party's estate, heirs, executors, administrators, trustees, assigns or liquidators, as the case may be.
- 1.6. Where figures in this Agreement are described in both numerals and in words, words shall prevail in the event of any conflict between the two.
- 1.7. Should the day for the performance of any obligation in terms of this Agreement fall on a day which is not a Business Day, then such obligation shall be performed on the immediately-following Business Day.
- 1.8. Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation as amended and/or re-enacted from time to time.
- 1.9. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.10. No provision herein shall be construed against or interpreted to the disadvantage of either party hereto by reason of such party having been or being deemed to have structured, drafted or introduced such provision.
- 1.11. The *eiusdem generis* rule shall not apply and whenever a term is followed by the word "including" which is then followed by specific examples, such examples shall not be construed so as to limit the meaning of that term.

2. TERMS OF USE

- 2.1. The terms and conditions contained in this document constitute an agreement between the User and HouseME.
- 2.2. This Agreement governs the User's use of the Website, including mobile access whether through Android, Windows Mobile, iOS (iPhone), other mobile platform, or other means of connection to HouseME servers and services, respectively.
- 2.3. The User will be required to accept this Agreement when he provides his Account Information. Should the User decline to accept this Agreement, he shall not be entitled to create a HouseME account and/or to make any further use of the Website. The User's continued use of the Website shall be deemed to constitute his acceptance of these terms and conditions, as amended from time to time.

- 2.4. In accepting this Agreement, the User acknowledges and agrees that the Lease Agreement in Appendix A shall form the Lease Agreement between the User as Landlord and the User as Tenant in order to benefit from the HouseME services.
- 2.4.1. A User as Tenant applying for a rental at the *V&A Waterfront* in either *The Breakwater* or *Ports Edge* acknowledges that a different lease to the one included in these Terms and Conditions will be used. The User as Lessee may request this lease document at any time and acknowledges that it is his or her responsibility to do so ahead of leasing from the *V&A Waterfront*. A User as Lessee agrees to be bound by the lease specific to the *V&A Waterfront* if renting an apartment at *The Breakwater* or *Ports Edge*.
- 2.4.1.1. Should a contradiction between the HouseME Terms and Conditions, and the *V&A Waterfront* Lease arise, the *V&A Waterfront* Lease will supersede the HouseME Terms and Conditions to the extent that it is limited to conduct during the lifetime of the lease.
- 2.5. All actions which originate from the User's account shall be deemed to be done by the person whose details and identity number have been provided for the registration of such account, until such person reports to HouseME that the account has been compromised. The User is required to reset the account Password once HouseME has been informed of such compromise.
- 2.6. By using the Website the User authorises HouseME to collect information or data for the purposes of metric analysis and tenant, property and landlord rating system. The terms of use and protection measures applicable thereto are set out in the Privacy Policy attached hereto as Appendix B.
- 2.7. By using the Website the User agrees that he has read and understood the terms and conditions set out herein and acknowledges that these terms and conditions, and amendments thereto from time to time, in their entirety shall apply to the User.
- 2.8. By using the Website the User agrees that HouseME shall be entitled to store the User's personal information captured in his Account Information, and that the same may be stored on HouseME's servers, wherever the same may be located, including in a cloud or virtual server.
- 2.9. HouseME reserves the right to amend, modify, update and change any of the terms of this Agreement, without the obligation to inform Users prior thereto and/or without the need to obtain their consent thereto. HouseME advises the User to check for updates on a regular basis. Any material changes to the Agreement will be notified to Users through electronic mail. Notice shall be deemed to have been given and received one calendar day after such electronic mail has been sent from HouseME.

3. DURATION, SOLE MANDATE

- 3.1. The User as Landlord hereby grants HouseME a sole and exclusive mandate (Mandate) to advertise the Property submitted for rental by the User as Landlord in accordance with the provisions of this Agreement.
- 3.2. The Mandate shall commence on the date on which the User registers on the Website under the My Account feature, and shall terminate when the User deletes his/her Property from the Website, or any earlier date as agreed between the parties. Termination of the Mandate shall not terminate any obligations owed by either party at the time of termination.
- 3.3. For the duration of this Agreement the User as Landlord agrees and shall ensure that no agents other than those authorized by HouseME will be permitted to:
- 3.3.1. advertise the Property for the purpose of letting; or
- 3.3.2. enter onto the Property to erect signage without the written consent of HouseME, in whose sole and absolute discretion the granting of such permission shall lie.
- 3.4. For the duration of this Agreement the User shall ensure that no person who intends in any way to lease the Property outside of the HouseME Website shall advertise, erect signage or take any steps to further such an intention with relation thereto.
- 3.5. By accepting HouseME's Terms and Conditions the User agrees to HouseME's fees for services rendered.

4. MY ACCOUNT FEATURE

- 4.1 The User's Account Information details will be stored on the HouseME server. HouseME will securely hash the User's password on the HouseME server.
- 4.2 When the User uses the Website or any of the features described in clause 5 (*Website Features*), HouseME may send the User's Account Information from the HouseME server to a merchant server or to the applicable third-party services provider for the purposes of providing those services described in clause 5 (*Website Features*).
- 4.3 The Privacy Policy included as Appendix B, which is accessible through the Website, shall form part of this Agreement and regulates the manner in which HouseME collects and uses the Account Information of each User.
- 4.4 HouseME reserves the right to use the User's Account Information for purposes of marketing any other products or services offered by HouseME or any of its related group of companies, unless the User has opted out of such use in accordance with the Privacy Policy, and the User expressly agrees thereto.

5. WEBSITE FEATURES

- 5.1. The advanced features of the Website allow the User as Landlord to *inter alia*:
 - 5.1.1. register and/or login via the HouseME Website;
 - 5.1.2. upload required personal information;
 - 5.1.3. advertise property available for rent;
 - 5.1.4. correspond with Tenants for purposes of arranging in-person viewings of properties, requests of deposits, charges, Value Added Services, services and events relating to that property;
 - 5.1.5. rate tenants based on pre-determined metrics to monitor behaviour;
 - 5.1.6. consider Bids to let properties, using the details stored in the Property section;
 - 5.1.7. select a Management Package; and
 - 5.1.8. request services offered by HouseME and/ or third-party service providers.
- 5.2. The advanced features of the Website allow the User as Tenant to *inter alia*:
 - 5.2.1. register and/or login via the HouseME Website;
 - 5.2.2. upload required personal information;
 - 5.2.3. view listed/ advertised properties available for rent;
 - 5.2.4. submit Bids for an advertised property on Auction and/or Downside Auction;
 - 5.2.5. correspond with the User as Landlord for purposes of arranging in-person viewings of properties, deposit management, charges, Value Added Services, services and events relating to that property;
 - 5.2.6. rate landlords based on pre-determined metrics; and
 - 5.2.7. rate the property on pre-determined metrics.

6. USE OF WEBSITE AND PROTECTION AND USE OF PERSONAL INFORMATION BY HOUSEME

- 6.1. The User shall not, and shall not assist any third party to:
 - 6.1.1. copy or reproduce all or any part of the Website, or create derivative works thereof without HouseME (Pty) Ltd.'s written consent;
 - 6.1.2. alter, modify, disrupt, circumvent or adapt all or any part of the Website;
 - 6.1.3. use the Website or any part thereof for any illegal purpose;
 - 6.1.4. remove or tamper with any copyright notice attached to or contained within the Website; and/or
 - 6.1.5. without HouseME (Pty) Ltd.'s written consent carry out reverse engineering of the Website.
- 6.2. The User represents and warrants to HouseME that:
 - 6.2.1. all Account Information provided to HouseME is true and accurate in every respect and the User will keep all such information up to date during the term of this Agreement;

- 6.2.2. the User will only use the Website for his own purposes and not on behalf of any other person or entity other than in the case of direct family which must be brought to the attention of HouseME (the User may in this case be the tenant but not the person responsible for payment who is a family member or direct relation);
- 6.2.3. the User and all payments initiated by or on behalf of the User will comply with all laws, rules, and regulations; and
- 6.2.4. the User will not use the Website, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the functionality of the Website.
- 6.3. The User as Tenant warrants and represents to HouseME that he/she/it is authorised to rent the Property.
- 6.4. The User as Landlord warrants and represents to HouseME that:
 - 6.4.1. He/she/it has represented the Property accurately and that there are no material defects which would be reasonably likely to result in the Property not being in a fit and hospitable state on the date on which it is advertised to be ready for occupation; and
 - 6.4.2. He/she/it is authorised to let the Property.
- 6.5. The User specifically agrees that HouseME shall be entitled to Process the Personal Information of the User for such purposes so as to enable HouseME to perform the services for which it has been appointed by the User.
 - 6.5.1. The User further agrees that HouseME may share the Personal Information of the User with Facebook, and such other third-party platforms which enable the advertisement of HouseME services, in order for HouseME to obtain the details of further persons within the HouseME target market with whom to advertise. It is expressly recorded that the Personal Information of the User shall not be released onto a public platform and will rather only be used for the purposes of identifying persons who have the same likes and interests as the User, based on the User's Facebook profile. HouseME shall only disclose such Personal Information as is necessary to achieve the object aforesaid and shall ensure that the Personal Information of the User is protected and that the User shall not suffer any prejudice as a result of such Personal Information being shared in the above-mentioned manner.
 - 6.5.2. HouseME shall ensure that it at all times complies with the provisions of POPI when processing the Personal Information of the User, which shall include the requirement that the User's Personal Information shall be securely stored and the User's consent will be obtained prior to the Personal Information of the User being Processed for any other reason other than as expressly provided for herein. The User shall be entitled to request HouseME to provide details as to what Personal Information is being retained by HouseME, the reason for which it is being retained and the manner in which it is being stored and processed.
 - 6.5.3. The User further agrees that HouseME shall be entitled to share the Personal Information of the User with its legal counsel and / or agencies acting on behalf of legal counsel for the purposes of legal procedure in enforcing HouseME's and / or a User's rights in terms of the Terms and Conditions and in accordance to the reasonable requirements of law. The User specifically agrees to sharing personal information with Axia Broadcasting (Pty) Ltd. trading as Landlord Legal, which protects landlords against specific legal costs should an attorney need to evict the tenant in the Magistrates or High Court.

7. FICA

- 7.1. HouseME is required in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended) (FICA) to request certain information about the User and any persons related or associated to the User (including those responsible or standing surety for payments of the User) and to verify that information with relevant supporting documents.
- 7.2. If the User does not comply with such request or if the User fails and/or refuses to furnish the required FICA information or documents, HouseME shall be entitled to:

- 7.2.1. refuse to advertise the property submitted for renting by the User as Landlord; and/or
- 7.2.2. close the User's Account.
- 7.3. If at any time HouseME suspects that the User's account does not comply with FICA requirements, HouseME may prevent transactions from being initiated or processed until the account is fully compliant.

8. VALUE ADDED SERVICES

- 8.1. General:
 - 8.1.1. By selecting a once-off Value Added Service, the User contracts with HouseME to provide the selected service for the amount specified on the Website for that service.
 - 8.1.2. The User duly authorises HouseME to perform the selected Value Added Service upon selection.
 - 8.1.3. The amount payable for the selected Value Added Services shall be deductible from the first month's Rental and the User duly authorises HouseME to deduct that specified payable amount from the first month's Rental or, at the discretion of HouseME, from the second month's rental.
 - 8.1.4. Should the specified amount exceed the first month's Rental, the User shall pay the amount which is in excess to HouseME upon delivery of the Value Added Services and against presentation of a HouseME official invoice.
 - 8.1.5. Should a Tenant not be secured for the property within 3 (three) months after listing of the Property, the amount owing shall be immediately due and payable to HouseME and the User shall pay such amount in full by way of electronic funds transfer within 24 (twenty-four) hours following delivery or performance of the selected Value Added Service.
 - 8.1.6. HouseME's actions on the User's behalf shall at all times be fair and reasonable in the pursuit of compliance with the User as Landlord's contractual obligation arising from the Lease Agreement and/or this Agreement.
 - 8.1.7. HouseME shall be entitled to a deposit administration fee of 1.0% per annum, deductible from the tenant's deposit at monthly intervals throughout the lease.
- 8.2. Management Package:
 - 8.2.1. The Management Package comprises several different packages. Each package offers different services in consideration for a fee, as specified on the Website and the Services Agreement from time to time.
 - 8.2.2. By selecting the Management Package, the User contracts with HouseME to perform the Value Added Services for the selected package, in consideration for the specified fee.
 - 8.2.3. The User as Landlord further authorises HouseME to act on its behalf in the management of the Property for the duration of the Lease Agreement.
 - 8.2.4. The User duly authorises HouseME to deduct the specified payable amount from the first month's Rental.
 - 8.2.5. Should the specified amount exceed the first month's Rental, the User shall pay the excess amount to HouseME, immediately upon delivery of the Value Added Services and against presentation of a HouseME invoice or, at the discretion of HouseME, from the second month's rental.
 - 8.2.6. The charges payable for a Management Package, the terms applicable to the payment thereof and to the delivery of the services to the User as Landlord, are set out in the Services Agreement.

9. LEASE AGREEMENT

- 9.1. The Lease Agreement reflected in Appendix A shall form the agreement between the Tenant and Landlord in order to qualify for HouseME services, except if
 - 9.1.1. HouseME in writing expressly states that a User as Landlord may supply their own lease agreement, and in those circumstances the relevant lease agreement shall be sent to HouseME first for review, and may result in no Rental Guarantee being offered, or

- 9.1.2. The User as Landlord agrees to specific amendments to the lease agreement, and in those cases the updated lease will be provided to both the Tenant and Landlord.
- 9.2. All rental collected on behalf of the User as Landlord by HouseME must be paid by HouseME into the User as Landlord's nominated bank account on or by the 7th (seventh) of every month for which the rental has been collected, unless the User as Landlord does not have the Rental Guarantee and a tenant has not paid. In this case, the User as Landlord will be paid within 3 days of receipt of payment from the Tenant.
- 9.3. HouseME charges a minimum fee of R1,500.00 (one thousand and five hundred Rands) to initiate a lease, due from the landlord off of the first month's rent.
- 9.4. HouseME charges a leasing administration fee to successful lessees placed, due alongside the first month's rental.

10. RENTAL GUARANTEE PRODUCT

- 10.1. The Rental Guarantee product comprises an invoice factoring arrangement between HouseME and the User as Landlord. HouseME charges two percent (2.0%) of the value of the total rental agreement to the User as Landlord to purchase future cashflows. The total value of the two percent (2.0%) fee is taken off the first month of rental. The factoring arrangement will operate as follows:
 - 10.1.1. On the 17th of each month that a valid lease is in operation, HouseME will issue a rental invoice to the User as Tenant on the behalf of the User as Landlord for rental for the following month.
 - 10.1.2. On the 22nd of the same month, the User as Landlord agrees as part of this agreement to sell the rental portion of the rental invoice to HouseME for the value of the monthly rental amount, with payment terms that allow HouseME to own the invoice on the 22nd but make payment for the invoice by the 7th of the following month, per normal operations and detailed in clause 9 (*Lease Agreement*).
 - 10.1.3. HouseME will purchase rental invoices from the User as Landlord while a User as Tenant is not in default or if a User as Tenant is in his / her first two (2) months of default. Once a tenant has defaulted three (3) times, HouseME will cease to purchase rental invoices from the User as Landlord.
 - 10.1.4. HouseME guarantees that it will make full payment for the rental portion of all purchased rental invoices.
 - 10.1.5. HouseME will purchase invoices using:
 - 10.1.5.1. Tenant payments for Tenants that are not in default; and / or
 - 10.1.5.2. Provisioned funds for Tenants that are up to (two) 2 months in default; and / or
 - 10.1.5.3. The deposit for Tenants that are in their third (3rd) month of default; and / or
 - 10.1.5.4. The equivalent deposit coverage held by HouseME in respect of such Tenant in terms of the DepositFREE product.
- 10.2. The Rental Guarantee shall be valid for a period of 3 (three) months only, triggered at any point in the lease contract by tenant default, provided that a maximum of 2 (two) months' Rental shall be payable by HouseME to the Landlord, but the third (3rd) month's rental shall be payable from the Tenant's rental deposit payment held by HouseME as security for the Tenant's payment obligations or from the Tenant's payments to HouseME in respect of the DepositFREE product.
- 10.3. HouseME shall only be liable to the User as Landlord for the Rental Guarantee if:
 - 10.3.1. The User as Landlord has opted in for this Rental Guarantee, has been charged and has paid the associated fee before the Guarantee is triggered in terms of Clause 10.2; and
 - 10.3.2. The HouseME form of lease agreement as attached in Appendix A has been utilised; and
 - 10.3.3. The lease agreement has not been correctly terminated following due process; and
 - 10.3.4. HouseME has conducted relevant credit and/or background checks on the Tenant; or
 - 10.3.5. HouseME has agreed in writing (notwithstanding that a different lease agreement has been utilised) to offer the Rental Guarantee to the User as Landlord.

- 10.4. Should a Tenant not be verified by HouseME at the start of the Lease, HouseME shall inform the Landlord, and the Rental Guarantee shall not apply.
- 10.5. The Rental Guarantee shall come into effect upon the –
- 10.5.1. payment by the Tenant of the Rental deposit together with the 1st (first) months' Rental; or
- 10.5.2. the acceptance by the Tenant of the terms and conditions of the DepositFREE product and payment of the first amount due in respect thereof;
and shall terminate upon the Termination of this Agreement in accordance with clause 21 (Termination/Suspension of Access).

11. SECURITY

- 11.1. The Website provides the User with the opportunity to choose a Password.
- 11.2. As long as the correct Password is entered (or if the User elects not to use a Password), HouseME will assume that the User is the person giving instructions and/or making payments and the User will be liable in that regard. To avoid unauthorised access of the User's Account, the User must choose a secure Password and refrain from sharing the same. Should the User disclose their Password to any person whom the User authorises to access the Website on his behalf, the User remains solely responsible and liable for any access, use, misuse or disclosure of the User's Password by such person and HouseME shall not be liable for any resulting loss, liability, damage, injury, cost or expense arising from such access, use, misuse or disclosure.
- 11.3. HouseME may employ the use of facial recognition technology, finger print recognition technology or any other security measures for Bid verification and fraud prevention purposes. Any such information will be stored by HouseME in accordance with the Privacy Policy.
- 11.4. If the User becomes aware of a property advertisement made via the Website which has not been authorised by him, or if the User discloses his Password to an unauthorised person, or believes that there is the likelihood of someone else using the Website by impersonating the User, the User should immediately inform HouseME by emailing ask@House.ME and HouseME will disable the advertisement feature of the Website until such time as the User re-enters his details in the My Account section of the Website.
- 11.5. Unless and until the User provides such notice:
- 11.5.1. the User will be responsible for any instruction which HouseME receives and acts upon, even if it has not been given by the User; and
- 11.5.2. HouseME will not be responsible for any unauthorised access to confidential information about the User on the Website.
- 11.6. HouseME can refuse to act on any instruction including where HouseME believes an instruction: (i) was unclear; (ii) was not given by the User; or (iii) might cause HouseME to breach a legal or other duty; (iv) if HouseME believes the Website is being used for an illegal purpose; or (v) may harm HouseME's reputation.
- 11.7. The User agrees to fully co-operate with HouseME, its agents, regulatory authorities and the police where the User or HouseME suspects that there has been a payment which has not been initiated by the User (Unauthorised Payment) via the Website.

12. AUCTIONS AND DOWNSIDE AUCTIONS

- 12.1. An Auction shall remain open for Bids from the date on which the property is listed and will continue until the date and time determined by the HouseME platform for the closing of the Auction period; which shall occur when a successful Bid has been accepted (and therefore a rental contract has been initiated), or for compliance or administrative reasons as determined in HouseME's professional discretion.
- 12.2. For the purposes of this clause, Offer Period shall mean the period starting on the date stipulated in the Website advertisement for the Property concerned, and ending on the later of (a) the date and time at which the Bid is accepted and (b) 00h00 (midnight) on the day prior to commencement of the lease period as stipulated in the Website advertisement.

- 12.3. Any Bid submitted to the HouseME system during the Offer Period shall be irrevocable until the Offer Period has expired, provided that a Bid submitted by a User which is ranked 1st (first) out of all Bids submitted for the Property concerned, may be withdrawn by the User.
- 12.4. Any User which is, at the time the first Bid is eliminated, ranked in 2nd (second) position or lower, shall not be entitled to withdraw his Bid. If the 1st (first) ranking Bid is rejected as aforesaid, the 2nd (second) ranking Bid and all other Bids shall be escalated by one position in the Auction ranking and shall assume the 1st (first) position accordingly.
- 12.5. Any Bid which holds the 1st (first) ranking position on the closing of the Offer Period, shall be deemed to be the successful Bid, subject to satisfaction by the User as Tenant of any further conditions to the Bid, and to the remaining provisions of this clause 12.
- 12.6. HouseME shall be entitled, in its full discretion, to revise the reserve price selected by the User as Landlord for the Property concerned, on written notice to the User.
- 12.7. HouseME shall in its sole discretion, be entitled to reject any User and to immediately exclude him from the Auction process, if the User breaches the terms of this Agreement, including if the User fails to arrive for a scheduled Property viewing, or fails to appear in person for a Property viewing, or misrepresents himself or is not creditworthy and HouseME reserves its rights in terms of clause 20 (*Breach*).
- 12.8. HouseME shall be entitled to payment of an amount equal to 50% (fifty percent) on any excess generated through an Auction, between the Landlord's specified rental amount and the rental amount per the winning Bid (Auction Excess Amount). The Auction Excess Amount shall be payable by the User as Landlord to HouseME upfront. This once-off amount shall be due and payable on the first collection date of the lease period. For such purpose the User as Landlord specifically authorises HouseME to deduct such amount from any Rental payments to be made by HouseME (on behalf of a Tenant) to the User as Landlord, from the first rental collected.
- 12.9. By way of example, should the User as Landlord's rental for a twelve-month lease be R120.00 (one hundred and twenty Rand) greater than the User's initial reserve amount as advertised (i.e. there was an Auction which generated an excess of ten Rand per month), HouseME will be entitled to 50% (fifty percent) of the R120.00 (one hundred and twenty Rand) Auction Excess Amount, which amounts to R60.00 (sixty Rand) collected upfront from the 1st (first) month's rental.
- 12.10. Should Bids be received for a proposed rental amount below the advertised rental price, the User as Landlord may in his/her discretion reject these Bids.
 - 12.10.1. Notwithstanding subclause 12.10.2, the highest Bid which has been made in accordance to this Clause 12 and is above the advertised rental price will be binding upon the User as Landlord.
 - 12.10.2. Bids made by a User as Tenant who is deemed unverified or unable to afford such rental shall at HouseME's sole discretion be disengaged from this process.

13. CHARGES

HouseME will not charge the User to use the Website other than as provided for in clause 21 (*Termination, Suspension of Access*). The User may incur data charges for such use from his Internet Service Provider or Mobile Network operator by accessing the Website, which charges may vary if the User accesses the Website from different locations. The User shall be solely responsible for all such charges and HouseME shall not be liable in any way for payment thereof.

14. WEBSITE ADVERTISEMENTS

HouseME accepts no responsibility for third-party advertisements published on the Website. Should the User agree to purchase goods and/or services from any third party who advertises in the Website, it is done at the sole risk of the User. HouseME will not be responsible for such goods and/or services, OR the delivery and functionality thereof in any way whatsoever. Any queries, complaints or recourse in this regard will be against the advertiser only.

15. INTELLECTUAL PROPERTY

- 15.1. HouseME grants the User a non-exclusive, non-transferable right to use the HouseME Website, including the copyright and all intellectual property rights to the content therein, in accordance with this Agreement.
- 15.2. For purposes of this clause Intellectual Property means all specifications, operating instructions, compilations, lists, databases, systems, operations, processes, methodologies, technologies, algorithms, techniques, methods, designs, circuit layouts plans, reports, data, works of authorship, video recordings, audio recordings, photographs, models, samples, substances, trade secrets, formulae, know-how, show-how, confidential information, concepts and ideas of any nature (including of a technical, scientific, engineering, commercial, strategic, financial, marketing or organisational nature), inventions, discoveries, drawings, notes, manuals, documentation, training materials, trademarks, service marks, logos, slogans, trade names, domain names, brand names, regardless of whether Intellectual Property rights actually exist in any such items, and any other tangible or intangible items in which rights to such Intellectual Property rights may exist, and includes all of HouseME's rights to the Intellectual Property in any of the foregoing.
- 15.3. All rights, title, and interest (of whatsoever nature and howsoever arising) worldwide, in any Intellectual Property which prior to the Effective Date was: (a) owned by HouseME; and (b) used by HouseME in providing access to the Website and/or providing the Value Added Services, shall remain owned by and vested exclusively in HouseME.
- 15.4. The User hereby acknowledges that by using the Website he obtains no rights in the software, trademarks or content related to the Website and he may only use the same in complete accordance with this Agreement.

16. NO WARRANTY

- 16.1. The Website is provided by HouseME on an "as is" basis. HouseME makes no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the service offered through the Website.
- 16.2. Whilst HouseME has taken reasonable measures to ensure the integrity of the Website, HouseME makes no warranty that the operation of the Website will be uninterrupted, timely, secure or error-free or that the same will be available by internet service providers, electricity suppliers, third party systems and third party maintenance providers, that defects will be corrected, that the software or the server that makes it available are free of viruses or bugs, or as to the full functionality, accuracy, reliability of the materials therein.

17. LIMITATION OF LIABILITY

- 17.1. This section sets out the entire liability of the parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of:
 - 17.1.1. any breach of this Agreement;
 - 17.1.2. any use made by the User or any of HouseME's affiliates of the Website or any part thereof; and
 - 17.1.3. any representation, statement or negligent act or omission arising under or in connection with this Agreement.
- 17.2. HouseME shall not be responsible for the content of any linked sites and shall not be liable for any loss or damage suffered by the User arising from, or in any way connected with the User's interaction and/or transaction with any third-party website accessed via the Website.
- 17.3. HouseME's total liability arising under or in connection with this Agreement shall be limited to the repayment of Unauthorised Payments made in accordance with and subject to clause 17.7.
- 17.4. Neither party shall be liable to the other, whether in contract or delict, for:
 - 17.4.1. any losses which are not reasonably foreseeable; or

- 17.4.2. special, indirect or consequential damage or loss of any kind whatsoever, arising under or in connection with this Agreement.
- 17.5. No party shall be liable for any delay in or failure to perform any obligations arising from these terms as a result of events beyond such party's reasonable control or which cannot reasonably be avoided or overcome, while such events persist.
- 17.6. In the event of a Bid not initiated by a User (Unauthorised Bid), HouseME agrees to refund the full amount of the Unauthorised Bid at the User's request, unless:
 - 17.6.1. the Unauthorised Bid arises from the User's election not to use a Password to access the Website or features of the Website; and/or
 - 17.6.2. the Unauthorised Bid arises from the User's failure to create, protect and/or keep a sufficiently secure Password; and/or
 - 17.6.3. the User fails to notify HouseME without undue delay of any loss of his Password or any other event that could reasonably be expected to have compromised the security of the Website after the User has gained knowledge of such event, in which case the User shall remain liable for losses incurred up to his notification to HouseME; and/or
 - 17.6.4. the User has intentionally or negligently compromised the security of the Website; and/or
 - 17.6.5. the User fails to dispute and bring the Unauthorised Bid to HouseME's attention within 30 calendar days from the date on which the Unauthorised Bid occurred, in which case the User shall remain solely liable for any related damages suffered as a direct result.
- 17.7. HouseME shall not be liable for any claims for the Rental Guarantee whilst there is a valid legal dispute between the Tenant and Landlord and where either Landlord or Tenant has notified HouseME in writing that a dispute exists between them, or where the Tenant has applied for a Court Order to stop HouseME from paying the Landlord arising from a material breach by the Landlord of the Lease Agreement where such material breach may support the non-payment of rental by the Tenant to Landlord.

18. INDEMNITY

- 18.1. The User indemnifies HouseME against any losses which HouseME may suffer as a result of claims made or threatened against as a result of the User's use of the Website in connection with criminal or other illegal activities.
- 18.2. In consideration of HouseME having agreed to issue the Rental Guarantee on behalf of the User as Tenant for any property sourced within, interacted upon or in any other way obtained through HouseME technology, the User as Tenant hereby indemnifies HouseME and agrees to hold HouseME harmless against all payments, loss or damage, from any cause arising, which HouseME may sustain as a result of having offered a payment to the Landlord in terms of the Rental Guarantee; and
 - 18.2.1. To pay HouseME immediately on demand, whatever sum has been paid by HouseME under the Rental Guarantee.
 - 18.2.2. That a certificate reflecting the indebtedness of the tenant to HouseME, signed by any Director or legal manager of HouseME shall be valid and binding upon the Tenant and be prima facie proof of the said indebtedness; and shall entitle HouseME or its assigns to obtain judgment, including summary judgment, against the Tenant in the amount thereof, together with interest and legal costs in any court of competent jurisdiction.
 - 18.2.3. That the User as Tenant waives the benefit of the *exceptions non causae debiti non numeratae pecuniae, and excussionis*.

19. SYSTEM COMPLAINTS

- 19.1. If the User wishes to make a complaint about the Website, the complaint can be sent to HouseME at the contact details set out in clause 26 (Contact Us).

- 19.2. HouseME's customer service staff will endeavour to acknowledge the complaint by return email within 2 (two) Business Days.
- 19.3. HouseME will then investigate the complaint and respond to the User, having had access to an officer with the authority to settle the complaint (including, where appropriate, an offer of redress). HouseME shall use its reasonable commercial efforts to resolve the complaint as quickly as is reasonably possible.
- 19.4. Where appropriate, the member of staff investigating the complaint will not be any staff member who was directly involved in the subject matter of the complaint.
- 19.5. Within 4 (four) weeks of having received a complaint, HouseME will send the User either a final response or a response which explains why HouseME is unable to resolve the complaint.

20. BREACH

Should a party (Defaulting Party) commit any breach of this Agreement and fail to take steps to remedy such breach within a period of 7 (seven) days after receipt of written notice from the other party (Aggrieved Party) requiring it to remedy such breach, then the Aggrieved Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Aggrieved Party may have in law, including the right to claim damages to cancel this Agreement, or to claim immediate performance and/or payment of such obligations.

21. TERMINATION, SUSPENSION OF ACCESS

HouseME may suspend or terminate the User's access to the Website or to the features within the Website without notice where it is reasonable for HouseME to do so and specifically if:

- 21.1. for any reason HouseME has decided to discontinue operation of the Website;
- 21.2. HouseME has reason to believe that the User has breached any of the terms of this Agreement;
- 21.3. the User's use of the Website has been improper or breaches the spirit of this Agreement in any way;
- 21.4. HouseME reasonably believes use of the Website may be at risk of fraud or misuse;
- 21.5. HouseME's information technology infrastructure has failed, is experiencing outages or requires emergency maintenance; or
- 21.6. HouseME has been ordered or recommended to do so by any security services, Court Order or a relevant regulatory authority.

22. DISPUTES

- 22.1. In the event of any dispute, disagreement or claim arising between the User and HouseME concerning this Agreement (Dispute), the parties shall endeavour to resolve the dispute first by way of negotiation.
- 22.2. The Dispute shall be referred to a special committee consisting of two representatives from each party (Special Committee). The Special Committee shall meet as soon as possible after referral of the Dispute to it, and shall use its reasonable endeavours to resolve the Dispute.
- 22.3. If the Special Committee shall have failed for whatever reason to resolve the Dispute by unanimous written agreement by not later than 30 (thirty) Business Days after the Dispute shall first have arisen, the Parties shall submit the Dispute to arbitration for final resolution in accordance with the rules of the Arbitration Foundation of Southern Africa (**AFSA**) by an arbitrator.
- 22.4. The arbitrator shall be, if the matter in dispute is principally:
 - 22.4.1. a legal matter, a practising advocate or attorney of at least 15 (fifteen) years' standing;
 - 22.4.2. an accounting matter, a practising chartered accountant of at least 15 (fifteen) years' standing;
 - 22.4.3. any other matter, any independent and suitably qualified person,
agreed upon between the parties to the dispute, and failing such agreement between the parties, shall be an arbitrator appointed by AFSA.

- 22.5. The arbitration shall be held as soon as is reasonably practicable after it is demanded, with a view to completing the same within 30 (thirty) Business Days after it has been demanded.
- 22.6. The arbitrator shall allocate the costs of the arbitration in the manner in which the arbitrator deems appropriate.
- 22.7. Any order or award made by the arbitrator:
- 22.7.1. shall be final and binding on the parties, absent manifest error or bad faith;
 - 22.7.2. shall be carried into effect; and
 - 22.7.3. may be made an order of court at the instance of either party.
- 22.8. Unless otherwise agreed in writing by the parties, any such negotiation or arbitration shall be conducted in English and held in Cape Town.
- 22.9. If the arbitrator's charges and/or any other costs have to be paid before the arbitrator makes his award in respect of this charges and costs, the parties shall bear and pay those charges and costs equally, pending any determination as to the liability therefore by the arbitrator.
- 22.10. This whole clause 22 is severable from the rest of this Agreement and constitutes an irrevocable consent by the parties and neither party shall be entitled to withdraw therefrom or claim at any stage of the proceedings that he is not bound by such proceedings.
- 22.11. The provisions of this clause shall not preclude either party from instituting urgent or injunctive proceedings in any appropriate court and for that purpose, the Parties consent and submit to the jurisdiction of the Western Cape High Court, Cape Town.

23. LANGUAGE, NOTICES

- 23.1. All communications between the User and HouseME shall be in writing and shall be in English.
- 23.2. By using the Website and accepting the terms of this Agreement, the User agrees to receive all notices from HouseME electronically, including but not limited to notices relating to amendments or changes to this Agreement or any applicable policies, disclosures, notices, payment information, statements, responses to claims and other User communications that HouseME may be required by law to provide to the User from time to time (Communications).
- 23.3. Communications may be posted to the Website and/or sent by e-mail to the e-mail listed in the User's Account Information. All Communications will be deemed to be in writing and received or accessed by the User unless the contrary is proved. The User is responsible for printing, storing and maintaining his own records of Communications, including a copy of this Agreement.
- 23.4. All Communications to HouseME shall be sent in writing to the following email address: ask@House.ME.

24. GOVERNING LAW

This Agreement shall be governed by the law of the Republic of South Africa.

25. GENERAL

- 25.1. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein or therein.
- 25.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof, and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

- 25.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 25.4. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 25.5. Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as *pro non scripto* and severed from the remainder of this Agreement, without invalidating or affecting the remaining provisions of this Agreement.

26. CONTACT US

The HouseME team can be contacted on the following email address: ask@House.ME.

THE LEASE

APPENDIX A

1. INTRODUCTION

- 1.1. By subscribing to the HouseME website and creating a personal HouseME User account, the User as Lessor irrevocably agrees to rent to the Lessee the Property defined in The Schedule on the terms and conditions set out in this Lease, effective upon --
 - 1.1.1. acceptance by the User as Lessor of the Lessee's tender in terms of clause 5.1, and
 - 1.1.2. receipt by HouseME of payment of the Lessee's Deposit in terms of clause 5.3. AND / OR
 - 1.1.3. receipt by HouseME of an accepted automatic payment mandate (which permits HouseME to debit the Lessee's bank account with the amount due by the Lessee in respect of the Rental and / or the DepositFREE product, hereinafter referred to as an "**Automatic Payment Mandate**) from the Lessee as well as written acceptance that the Lessee has opted in for HouseME's DepositFREE™ product (the details of which can be found at [<https://.house.me/terms>]).
 - 1.2. To the extent that this lease is governed by the Rental Housing Act No. 50 of 1999 (the "Rental Housing Act") and/or the Consumer Protection Act No. 68 of 2008 (the "Consumer Protection Act"), and/or the Electronic Communications and Transactions Act No. 25 of 2002 ("ECTA"), all provisions herein are to be interpreted in a manner compliant with the applicable statutory provisions.
 - 1.3. All clauses in the Terms and Conditions relating to, and entitling HouseME to charges are applicable.
 - 1.4. Unless stated otherwise the definitions contained in the Terms and Conditions apply.
 - 1.5. This Lease Agreement is to stand alone in interpretation and effect from the Terms and Conditions, unless:
 - 1.5.1. there is a reference to a particular clause/s or the content of particular clause/s contained therein; and/or
 - 1.5.2. a clause in the Terms and Conditions make reference the Lease Agreement; and/or
 - 1.5.3. a clause in the Terms and Conditions deals with an aspect of the Lease Agreement.
- In the event that the aforementioned sub-clause/s are applicable, it will not affect the validity of the Lease Agreement.

2. THE PREMISES

- 2.1. The premises let by the Lessor to the Lessee shall include the property, together with a garage or parking bay, where applicable, as well as the fixtures and fittings and other movable items listed in the inventory attached to the Schedule.

3. THE DURATION OF THE LEASE

- 3.1. The lease period shall commence at 12h00 (noon) on the commencement date as defined by the Lease Schedule and shall terminate at 12h00 (noon) on the termination date, as defined in the Schedule.
- 3.2. In the event that this lease is subject to the Consumer Protection Act, that is if: -
 - 3.2.1. the Lessor is a natural person and the Lessee is a natural person; or
 - 3.2.2. the Lessor is a natural person and the Lessee is a juristic person with an asset value or annual turnover below R2 million at the time of concluding this lease; or
 - 3.2.3. the Lessor is a juristic person (irrespective of the Lessor's turnover or asset value) and the Lessee is a natural person;then section 14 (read with Regulation 5) of the Consumer Protection Act, 68 of 2008, shall apply to this lease.
- 3.3. At least forty (40) business days before the termination date, the Lessor shall deliver a notice to the Lessee advising of:

- 3.3.1. the impending termination date; and
- 3.3.2. any material changes which would apply if the lease is renewed; or
- 3.3.3. whether the lease will terminate on the termination date.
- 3.4. Should the Lessor not communicate the impending termination date or material changes, the lease will continue on a month-to-month basis, with no changes.
 - 3.4.1. Should the Lessee not communicate their renewal agreement, or intention to terminate this lease, the lease will continue on a month-to-month basis subject to the material changes as communicated by the Lessor.
- 3.5. The Lessee shall be entitled to cancel this lease for any reason during the lease period by giving the Lessor and HouseME written notice of such cancellation, in line with the time periods specified in Section 14 of the Consumer Protection Act. Should the Lessee exercise this right, he or she shall be liable to pay a reasonable cancellation penalty.
- 3.6. The Lessee agrees that a reasonable cancellation penalty shall include:
 - 3.6.1. An amount equivalent to either the value of two (2) full months' rental, no matter the date on which written cancellation notice was provided, or the remaining value of the lease, whichever value is smaller;
 - 3.6.2. An amount equivalent to either the value of two (2) full months' rental, no matter the date on which written cancellation notice was provided, or the remaining value of the lease, whichever value is smaller;
 - 3.6.2.1. Two (2) full months' means that the Lessee will be liable for rental until the final day of occupation of the property, plus two (2) additional months thereafter.
 - 3.6.2.2. By way of example, if the Lessee gives written notice of cancellation on the 4th of month 1, after having paid rent for month 1 a few days earlier, the Lessee will still be liable to pay an amount equivalent to the value of two (2) full months' of rental after moving out by the 31st of month 1. Thus the Lessee will be liable for the rent owing until the end of month 3.
 - 3.6.3. Any reasonable costs incurred in marketing the premises and acquiring a replacement Lessee.
- 3.7. The Lessor shall be obliged to take all reasonable steps to find a replacement Lessee. In the event that a replacement Lessee is found within two (2) months after the cancellation of this agreement in terms of this clause, the Lessee shall be refunded a proportional amount of the cancellation penalty.

4. MONTHLY RENTAL

- 4.1. The Lessee tenders rental, for each and every month of the duration of this lease in the amount specified in the Schedule.
- 4.2. The Lessee shall pay the rent monthly in advance on the date specified in the Automatic Payment Mandate each and every month no matter the method of payment, free of all bank charges, into the nominated bank account of HouseME, which is duly authorised to collect the rent on behalf of the Lessor for the duration of this lease.
- 4.3. If an automatic payment collection fails, the Lessee shall make a manual payment into the nominated bank account of HouseME within 24 hours.
- 4.4. Any payment made to HouseME by cheque deposit, cash deposit or ATM deposit will incur an additional fee of 2.5% of the amount due, and will be charged to the Lessee to cover banking and admin charges.
- 4.5. HouseME reserves the right to issue a Letter of Demand for late rental payments.
 - 4.5.1. The Lessee will be charged for all costs incurred when issuing a Letter of Demand.
- 4.6. Any rental payment received 7 (seven) or more calendar days after the due date, will be subject to simple interest of 10% per month, charged daily from the date rent was due (by way of example, a rental payment that is a quarter-month late will incur an interest charge of 2.5% simple interest).
- 4.7. All payments received will firstly be appropriated against rent, and thereafter other debits for Services and finally towards utilities.

- 4.8. HouseME shall ensure rental due to the Lessor reflects in the Lessor's bank account according to the timing specified in the HouseME Terms and Conditions.

5. ACCEPTANCE OF TENDER AND PAYMENT OF DEPOSIT

- 5.1. Once the Lessee placed his tender, in terms of this Agreement, to hire the Property, HouseME will inform the Lessee whether he was successful in the tender process by using the contact details provided in the Schedule.
- 5.2. Should the Lessee not receive feedback from HouseME within 48 hours, the Lessee shall assume that his tender was not successful. Should the Property still be available and open for tenders, the Lessee may re-apply by placing a new tender.
- 5.3. Should the Lessee receive confirmation from HouseME that his tender has been accepted in terms of clause 5.1 above, the Lessee shall be obliged to do the following:
- 5.3.1. Set-up and accept a recurring Automatic Payment Mandate; and fulfil all of his/her obligations in terms of this Lease Agreement.
- 5.3.2. The parties agree that the Lease Agreement will only become effective and the Lessee shall only be entitled to take occupation of the premises on receipt of the total Deposit by HouseME and / or by written acceptance by the Tenant of the terms and conditions in respect of HouseME's DepositFREE™ product and payment of the first amount due in respect thereof.
- 5.4. In the event that the Lease Agreement is initiated with the DepositFREE™ coverage, the Lessee shall not be entitled to withhold payment of any amount due under this Agreement on the ground that HouseME charges convenience fees for a DepositFREE™ lease.
- 5.4.1. The below clauses shall apply to Lease Agreements initiated without DepositFREE™ coverage.
- 5.4.1.1. The Lessor shall have HouseME invest the deposit in an interest-bearing account for the benefit of the Lessee should the full amount have been paid. HouseME shall be entitled to a deposit administration fee of 1.0% per annum, deductible from the tenant's deposit at monthly intervals throughout the lease.
- 5.4.2. The fully-paid Deposit remains the property of the Lessee at all times during the subsistence of this Lease and may only be utilized by the Lessor in accordance with the provisions of the Rental Housing Act, No 50 of 1999.
- 5.4.3. The Deposit will be held as security for the performance of the Lessee's obligations under this Agreement and to compensate the Lessor for any breach by the Lessee of any obligations set out in this Agreement, and in the case of it being a policy is secured by and for HouseME.
- 5.4.4. The Deposit will be held until after the termination of this Lease when the Lessee has vacated the Premises and has discharged all of his or her obligations to the Lessor under this Agreement. The Lessor shall then have the right to make deductions from the Deposit as referred to in clause 5.3, plus any interest earned thereon, to cover any liability of whatsoever nature for which the Lessee is responsible in terms of this Agreement, including without limitation any legal costs incurred by the Lessor as a result of a breach of this Agreement by the Lessee, including but not limited to damage to property, furniture or other movable and/or immovable property that forms part of the premises, including late payment charges or banking fees due to be paid by the Lessee.
- 5.4.5. The Lessor will inform the Lessee in writing of any deduction from the Deposit, specifying the amounts deducted, if any, alongside invoices for any repair work done and the reasons thereof.
- 5.4.6. The balance of the Deposit (if any), together with any interest up to a rate of 3.0% p.a. (three per cent per annum) earned thereon, will be refunded to the Lessee within 14 (fourteen) business days after termination of this Lease unless a policy has been taken out for this security in which case no refund is due.
- 5.4.7. If the whole or any portion of the Deposit is used or if the amount of monies that the Lessor is entitled to deduct from the Deposit exceeds the amount held as the Deposit, then the Lessee shall be liable to the Lessor for such additional amount.
- 5.4.8. The Lessee shall not be entitled to withhold payment of any installment of Rental or any other monies payable under this Agreement on the ground that the Lessor holds the Deposit or any part of it.

- 5.4.9. Where the Lessor has contracted HouseME to establish the condition of the premises at the end of the Lease, the Lessor agrees that HouseME's decision will be final and irrevocable as to the extent of the Deposit claim permitted for damages.
- 5.4.10. If the Lessee validly terminates the lease before its commencement date, after paying a deposit, 90% of the deposit will be refunded within three (3) business days and remaining 10% refunded 22 business days from the date on which the deposit was received.

6. LESSEE'S OBLIGATIONS

The Lessee shall: –

- 6.1. be responsible for the maintenance of the interior of the Premises and the Lessee undertakes to deliver the Premises back to the Lessor upon termination of the Lease in the same condition as received by the Lessee from the Lessor, fair wear and tear excepted;
- 6.2. not make any alterations or additions whatsoever to the Premises without the prior written consent of the Lessor, in the event of the Lessor agreeing to any such alteration or addition to the Premises, the Lessor shall be entitled, on termination of this Agreement, to require the Lessee to restore the Premises at the Lessee's expense to the same condition it was in prior to such alteration or addition. On termination of the Lease, the Lessee shall be obliged to remove any/all of the alterations, additions or improvements at the Lessee's cost and shall be obliged to make good any damage incurred by such removal, unless otherwise agreed in writing with the Lessor. If the Lessee does not remove all the alterations, additions or improvements by the Expiry Date or the date of termination, then the remaining items shall become the property of the Lessor who shall be entitled to remove and make good the affected areas at the Lessee's cost or retain such alterations, additions or improvements without compensating the Lessee therefore;
- 6.3. replace at his expense any light bulbs, fluorescent tubes, florescent starters and tap washers on the Premises;
- 6.4. keep all sewerage pipes, water downpipes, guttering, water traps and drains on the Premises, free from obstruction and blockage and shall remove, at his cost any blockage or obstruction therein unless governed explicitly by a demonstrably capable governing body such as a Body Corporate;
- 6.5. keep the grounds of the Premises (if any) in a clean and tidy condition, free from all litter, and where applicable, the Lessee agrees to trim the hedges regularly, to keep the garden and lawn watered (such watering to be in accordance with the prevailing municipal regulations) and to cut the grass regularly and to water, weed and generally maintain the flowerbeds;
- 6.6. not cut or remove trees or plants or effect any material alteration to the garden, without the Lessor's prior written consent;
- 6.7. keep the electrical, water and gas (if any) installations in good working order and condition, fair wear and tear excepted, and shall not make additions or alterations to these installations;
- 6.8. keep the electrified security fence (if any) in good working order, fair wear and tear excepted, and free of any vegetation and other foreign objects, that may hinder the operational effectiveness of the installation;
- 6.9. maintain the swimming pool (if such exists), motor, filtration plant and all pool cleaning equipment (if any) in good working order and free from all obstruction and contamination, using and employing the appropriate chemicals. The Lessee should take note that the swimming pool area may not have safety measures restricting access to the pool, and the Lessee should make his own arrangements to restrict access thereto if necessary;
- 6.10. not place or hang out any articles of washing, clothing or household linen on any window, stoep, balcony or on the outside of the Premises other than in the place set aside for this purpose;
- 6.11. neither do, nor permit to be done in or upon the Premises anything which may be a nuisance to or which may in any way interfere with the quiet or comfort of neighbours;
- 6.12. not contravene any Law or Regulation (Municipal or otherwise) or Body Corporate Rule, Conduct Rule or any provisions of a Share Block Use Agreement (where applicable). A copy of the current rules governing the Body Corporate, Share Block Scheme or Home Owner's Association shall, if applicable, be annexed as Appendix 2: The Rules;

- 6.13. not cede nor assign this Agreement, nor sublet the Premises or any portion thereof without the prior written consent of the Lessor;
- 6.14. be entitled to use the Premises for residential purposes only and for no other purpose whatsoever;
- 6.15. not place any person in occupation of the Premises in a manner which indicates he has surrendered possession of the Premises, without the written consent of the Lessor;
- 6.16. not allow the Premises to be continually inhabited by more than the number of persons set out in clause 9 of the Schedule at any one time, save with the Lessor's prior written consent;
- 6.17. be responsible for effecting in his own name a Household Comprehensive and Public Liability policy/ies to cover all the personal effects and all bodily injury claims upon the Premises and shall pay the premiums in respect thereof;
- 6.18. shall not carry on any trade on/from the Premises unless permitted by law or regulation and the prior written consent of the Lessor has been obtained;
- 6.19. shall not process, nor keep any combustibles or hazardous goods on the Premises unless the prior written consent of the Lessor has been obtained, provided that the Lessee shall be entitled to store a reasonable supply of paraffin oil, LP gas and candles for normal household purposes;
- 6.20. not deface, mark, paint or drive nails, hooks or screws into doors, walls, ceilings or floors of the Premises. No Prestik or any other adhesive whatsoever may be used on any doors, walls, ceilings or floors;
- 6.21. remove all mold and fungus from the walls, tiles, grouting, ceilings and any other affected areas of the Premises, by way of using a suitable cleaning solvent as soon as mold and/or fungus appears on these surfaces;
- 6.22. notify the Lessor of any defects or damages to the Premises promptly and confirm in writing by no later than 72 (seventy-two) hours of the Lessee becoming aware of any defect/s or damage/s to the Premises, in order that the Lessor may, if applicable, lodge a claim with the Lessor's insurers;
- 6.23. ensure that the Lessor is at all times aware of the Lessee's current contact numbers and email address;
- 6.24. not allow any sale by public auction to be held on the Premises;
- 6.25. not keep birds, animals or pets of any kind upon any part of the Premises without the prior written consent of the Lessor and subject to all applicable Municipal-by-laws, Home Owner's Association Rules and Body Corporate Rules, as applicable; and keep the premises free from pests (such as cockroaches, rats, mice, woodborer and bees) and have the Premises fumigated as necessary save for the first 60 (sixty) days after the Commencement Date, during which period this shall be the Lessor's responsibility.
- 6.26. The Lessee shall not be entitled to incur any costs or expenses for any repairs required to the Premises (or any part thereof) for which the Lessor may be responsible without prior written consent of the Lessor;
- 6.27. The Lessor shall not be called upon to make any repairs of any kind to the Premises or the surrounding premises of which it forms part (of any improvements thereon) occasioned by any acts, omissions or neglect of the Lessee or his invitees or guests.
- 6.28. Any television aerial or satellite dish installation or signal improvement required by the Lessee will be for the Lessee to arrange and will be for the Lessee's account. In the case of sectional title units, where the Body Corporate is responsible for the television/DSTV aerial/signal feed to the Premises, it shall be the Lessee's responsibility to arrange this and resolve any problems in this regard directly with the Body Corporate and/or the Lessor bears no responsibility in relation hereto.
- 6.29. The installation, transfer or discontinuation of service in respect of any electronic or telephony service on the Premises will be the responsibility of the Lessee.
- 6.30. In the event of a burglary of the Premises, the Lessor shall be liable to make good of any damages caused to the Premises by such burglary, subject to the availability of suitable contractors/workmen to quote for and affect repairs. The Lessee acknowledges that any such repairs may need to take place as part of an insurance claim instituted by the Lessor, in which event there may be a delay in effecting the necessary repairs, during which period the Lessee will take reasonable precautions to protect and safeguard the Premises, persons on the Premises and his possessions thereon.

- 6.31. If an alarm is fitted to the Premises and the Lessee requires the alarm to be upgraded and/or improved or to be linked via a telephone line or radio transmitter to an armed response or monitoring facility, it will be the Lessee's responsibility to arrange this and all associated costs will be for the Lessee's account.
- 6.32. After the termination of this Lease when the Lessee has vacated the Premises and has discharged all of his or her obligations to the Lessor under this Agreement, the Lessor shall then have the right to charge the Lessee for any liability of whatsoever nature for which the Lessee is responsible in terms of this Agreement, including without limitation any legal costs incurred by the Lessor as a result of a breach of this Agreement by the Lessee, including but not limited to damage to property, furniture or other movable and/or immovable property that forms part of the Premises provided the Lessor informs the Lessee in writing of any additional charges, specifying the amounts, if any, and the reasons therefore ("**Additional Charges**").
- 6.33. If there are Additional Charges, the Lessee will be provided 48 hours to dispute the same, after which the Lessee's account will be debited as invoiced for the Additional Charges by means of the Automatic Payment Mandate, or his deposit whichever HouseME may determine at its sole professional discretion. Should the DepositFREE™ product have been activated, HouseME shall use such funds as have been paid by the Lessee towards the Additional Charges and any excess amount due shall be debited by means of the Automatic Payment Mandate.
- 6.34. Should the Automatic Payment Mandate process in 6.33 be unsuccessful, the Lessee will be obligated to make a manual payment for the Additional Charges within 48 hours. The terms in clause 4 relating to payments shall *mutatis mutandis* apply to payments in terms of this clause 6.34.
- 6.35. Be required to make him/herself available for viewings not less than two (2) separate occasions per week, for each week in the two months before this lease expires, should this lease not be renewed.

7. LESSOR'S OBLIGATIONS

The Lessor shall: –

- 7.1. pay all rates and taxes plus any VAT thereon, in respect of the Premises to the Local Authority and pay any levies plus VAT thereon, if applicable, to the Body Corporate, Share Block Company or Homeowner Association as applicable;
- 7.2. ensure that the rates and/or levies, water and all other applicable service accounts in respect of the Premises are paid up to the Commencement Date;
- 7.3. keep and maintain the foundations, the exterior walls and roof of the Premises together with the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant body corporate or share block company shall be responsible therefore) but shall not be responsible for damage to any of the Lessee's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof, save to the extent that such liability is imposed by law. To the fullest extent allowed by law, the Lessor shall not be liable for any damage to any of the Lessee's or any third parties' possessions in or upon the Premises, caused by water or water leakage on the Premises;
- 7.4. remedy, at his cost, any root invasion of the drains and sewers and any damage to or defect in drains, sewers or guttering on or about the Premises, whether structural or caused by wear and tear;
- 7.5. effect any repairs required in respect of the pool motor and filtration plant (where required), other than deliberate and/or negligent damage caused by the Lessee;
- 7.6. keep the Premises and any fixtures, fittings or items of furniture on the Premises belonging to the Lessor, insured, to the full value thereof, against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to Premises of this nature;
- 7.7. maintain and repair the major installations to the Premises, including without limitation, the boiler and hot water cylinder/(s) (geyser) on the Premises;
- 7.8. be responsible for the maintenance and safety of gas installations (if such exists) and electrical installations on the Premises provided that the Lessee does not interfere with or otherwise tamper with such installations.

The Lessee must immediately notify the Lessor if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe;

- 7.9. properly maintain and where necessary repair and/or replace at his cost, and doors, door handles, locks and keys, glass, windows, window fasteners, electrical fittings and fixtures, bath, basins, sanitary ware, water taps, burglar alarms, automated gates/garage doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Lessee or his invitees or guests, in which event it shall be the Lessee's responsibility. The Lessor shall also be responsible for any maintenance, repairs or replacements, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items;
- 7.10. ensure that the Lessee is at all times aware of the Lessor's current address, contact numbers and email address, as applicable;
- 7.11. ensure that the electrical, water and gas installation (if applicable) in the Premises will be in good working order and is safe for use by the Lessee.

8. INSPECTIONS

- 8.1. The Lessor and the Lessee shall jointly inspect the Property prior to the Commencement Date or at any other agreed upon date within 5 (five) days of the Commencement Date in accordance with the provisions of the Rental Housing Act. Should the Lessee fail to meet the Lessor at the Property on the date and at the time arranged by both parties, the Property shall be deemed to be free of defects. The Lessor may delegate this duty to HouseME on his behalf.
- 8.2. Any defect or damage noted or found at the Property shall be recorded in writing in a list of defects (hereinafter referred to as the "Snaglist" contained in the appended Appendix 3: The Snaglist), which shall be signed by the Lessee and the Lessor and attached to the Schedule. The Lessee is responsible for obtaining a copy of the Schedule, once it has been signed by all parties.
- 8.3. The Property is let and hired in the condition in which it is as at the Commencement Date, without any warranties, express or implied, as to the absence of latent or patent defects therein, but subject always to both parties' maintenance obligations as set out in this Lease.
- 8.4. The Lessor and the Lessee shall jointly inspect the Property for any damage thereto at a pre-arranged time within three days of the expiry of this lease in accordance with the Rental Housing Act. The Lessor may delegate this duty to HouseME on his behalf.
- 8.5. The Lessee shall ensure that the Property is vacant at the time of such inspection.

9. DAMAGE TO OR DESTRUCTION OF THE PROPERTY

- 9.1. If the property is destroyed or so damaged that it can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree in writing otherwise. However, if the property is significantly damaged but can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay but the rent shall be abated so as to compensate the Lessee fairly for the effects on the enjoyment of the property of the damage and repair work.
- 9.2. If any damage or destruction is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances.

10. BREACH

- 10.1. If any party (the "defaulting party") commits a breach of this agreement and persists with such breach for more than:
- 10.1.1. Seven (7) calendar days after being called upon in writing to rectify same (*in the event that the Consumer Protection Act does not apply to this lease*); or
 - 10.1.2. Twenty (20) business days after being called upon in writing to rectify same (*in the event that Consumer Protection Act applies to this lease*)
then the other party shall be entitled (but not obliged), without prejudice to any other rights or remedies which it may have in law, to
 - 10.1.3. claim damages; and/or
 - 10.1.4. cancel this agreement; and/or
 - 10.1.5. reclaim possession of the premises, where applicable.
- 10.2. Should the defaulting party be the Lessee, and should the Lessee dispute the Lessor's right to cancel and remain in occupation of the premises after the date of cancellation, the Lessee shall continue to pay the rental, municipal charges and any other amounts due in terms of this agreement as if the lease had not been cancelled. The Lessor shall be entitled to accept payment of such amounts without prejudice to the Lessor's claim for cancellation. Should the matter be resolved in favour of the Lessor, he/she/it shall be entitled to retain such amounts as damages suffered as a result of the Lessee's unlawful holding over.

11. DOMICILIUM CITANDI ET EXECUTANDI

- 11.1. The parties choose as their *domicilia citandi et executandi* (the addresses for delivery of notices and court documents) their respective addresses listed in the Schedule. Either party may change their *domicilium* address on written notice to the other party, with effect from the date of receipt or deemed receipt by the latter of such notice.
- 11.2. Any notice, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the fifth (5th) business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

12. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 12.1. The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:
- 12.1.1. any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, sewerage, refuse removal or any other amenity or service to the property or any of the buildings, whatever the cause; or
 - 12.1.2. any interruption of or interference with the enjoyment or beneficial occupation of the premises caused by any building operations or other works on or about the property, whether carried out by the Lessor or by anybody else.
- 12.2. The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and

enjoyment of the premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor on demand.

- 12.3. The Lessor shall not be liable for the death of or any injury to the Lessee, its visitors, customers, clients, agents or employees, or any loss of or damage to any of its property or that of its visitors, customers, clients, agents or employees resulting from any defects in the structure of The Premises or any other part of the property or from the condition of the floors, stairs, corridors or any other part of The Premises or property or resulting from insufficient lighting or ventilation in any part thereof or through any defects in lifts, hoists, machinery, plant or appliances installed or used in The Premises or any other water pipe or connection or from any faulty electrical wiring connection, fitting, pipe wire or appliance or from any other cause whatsoever, including damage resulting from fire, flooding, lightning, earthquake or other Act of God, war, riots or other civil commotions, or howsoever caused.
- 12.4. The Lessee will not have any claim of any nature against the Lessor for any loss, damage or death which they may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through the negligence of the Lessor or the Lessor's agents or employees or for any cancellation of rent nor shall the Lessee be entitled to withhold or defer payment of rent or any other amount due in terms of this lease by reason of any cause in this Lease Agreement whatsoever.
- 12.5. The Lessor shall not be responsible for the death of, any injury, loss or damage which may at any time be suffered by the Lessee, its visitors, customers, clients, agents or employees on any of its property by reason of any act, neglect, default of the Lessor or agents or employees of the Lessor or any other Lessee of any portion of the property or any visitors, customers, clients, agents or employees of any such Lessee or by whomsoever or howsoever otherwise caused and whether negligent or howsoever otherwise. In particular the Lessor shall not be liable for any loss which the Lessee and/or any of the aforementioned parties may suffer through theft or burglary, whether or not such loss be occasioned by any act, neglect or default of the Lessor or of any employee, agent or guest of the Lessor.

13. GENERAL

- 13.1. The terms of this lease shall be binding on the parties hereto, their heirs, executors, administrators in title or assignees.
- 13.2. Any reference to "signature" contained in this agreement shall be deemed to include an "electronic signature" as defined in the Electronic Communications and Transactions Act No. 25 of 2002.
- 13.3. If the Lessee is a foreigner as defined in the Immigration Act No. 13 of 2002 (the "Immigration Act") he/she/it warrants that he/she/it has a valid residence permit which is valid for the full period of this lease (including any renewal periods).
- 13.4. The parties submit to the exclusive jurisdiction of the magistrates court having jurisdiction in respect of any action or proceeding arising from this lease.
- 13.5. The Lessee shall be liable for and hereby undertakes to pay the Lessor all expenses, costs and charges which the Lessor may incur in enforcing the Lessor's rights in terms of this lease, including any costs of tracing the Lessee, collection commission at the ruling rate and all legal costs as between attorney and client.
- 13.6. Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 13.7. No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and signed by both parties.

- 13.8. On entering into this lease, neither party relies upon any warranties, representations, disclosures, or expressions of opinion which have not been incorporated into this lease as warranties or undertakings forming part of this lease.
- 13.9. The Lessor and Lessee both acknowledge that:
- 13.9.1. they have had an opportunity to read and consider the provisions of this lease;
 - 13.9.2. they have had an opportunity to query any provision of this lease;
 - 13.9.3. they understand the contents of this lease;
 - 13.9.4. they are satisfied with the provisions of this lease.
 - 13.9.5. Should a new contract be agreed between the Lessee and Lessor for rental of the property associated to this Agreement, take place within a twenty-four month period after the initiation of this Agreement, a fee of 2.5% of the total rental value of such a new contract will be due to HouseME Rental (Pty) Ltd. from the Lessor.

14. INDEMNITY BY LESSEE OF HOUSEME

The Lessee agrees and undertakes:

- 14.1. To keep HouseME indemnified and hold HouseME harmless against all payments, loss or damage, from and arising, which HouseME may sustain as a result of having paid the Lessor in terms of HouseME Rental Guarantee and the DepositFREE™ product; and
- 14.2. To pay HouseME on demand whatever sum has been paid by HouseME to the Lessor under the HouseME Rental Guarantee; and
- 14.3. That a certificate reflecting the indebtedness of the Tenant to HouseME, signed by any director or legal manager of HouseME shall be prima facie proof of the said indebtedness; and shall entitle HouseME to obtain judgment against the Lessee;
- 14.4. The Lessee waives the benefits of the exceptions *non causae debiti, non numeratae pecuniae, and excussionis*.

PRIVACY POLICY

APPENDIX B



HouseME Rental (Pty) Ltd (HouseME) respects your privacy and is committed to protecting it. HouseME has a legal duty to protect any personal information or data collected from you. This privacy policy sets out the ways in which your personal data is obtained and stored by HouseME, and the conditions on which HouseME may use that data and information.

1. TYPE OF INFORMATION COLLECTED AND HOW IT IS COLLECTED

- a. Information which the User provides upon registration
 - i. In order to make use of certain services offered on the Website, the User will need to:
 - ii. Register an account with HouseME: By doing so, the User is required to provide personal information;
 - iii. Once a User has been registered and is able to log on to the Website through his personal account, further information will be provided during the login process;
 - iv. All User information collected will be used according to the instructions of each User, provided during registration of a personal account.
- b. Information provided during the tender process
 - i. Each time that a User places an advertisement for a specific property, he will be required to provide information, which will be made available to the prospective tenants interested in placing a tender on that specific property.
- c. Demographic and other data
 - i. This Website uses cookies, web analytics and web logs to collect information about your use of our site, information about your mobile device (Device) such as your Device's IP address and browser type, demographic data and, if you arrived at our site via a link from a third party site, the URL of the linking page. If you have registered an account with us, it may also collect your name and email address. The data collected through cookies, web analytics and web logs may be transferred to third parties. For more information on how this Website uses cookies, see our cookie policy.
- d. Information from other sources
 - i. HouseME may receive information about Users from other sources (e.g. missing information about a User's postal or email addresses) and add it to the personal information which we hold about the User.

2. HOW HOUSEME USES THE INFORMATION COLLECTED

HouseME owns the information which it collects through this Website. This information will be used as follows:

- a. For purposes of conducting a credit check to ensure that a User can fulfil all financial obligations, that his credit record is acceptable and that there are no current or pending liquidation (or similar) applications against a User;
- b. To provide the User with services or information requested;
- c. To contact the User from time to time regarding his registered account with HouseME;
- d. To confirm or reject an advertisement the User has submitted;
- e. To monitor or improve the performance of the services available through this Website;
- f. To customise the advertising and content that the User sees;
- g. To monitor compliance with HouseME's terms and conditions of use of this Website, enforce HouseME's rights and protect the safety of others including investigating and, if necessary, removing any content about which HouseME receive a complaint;
- h. To send the User promotional materials or special offers on behalf of HouseME or on behalf of HouseME's marketing partners. Should the User wish not to receive marketing information, he/she/it must notify HouseME thereof during the registration process. The User can choose to stop receiving marketing information at any time by changing his marketing preferences;
- i. For any purpose if HouseME is required to do so by any law or other regulatory or government authority; and

- j. Should the User upload or post any information to a public part of the Website, HouseME may use it in accordance with the normal terms and conditions of use and it may be viewed and used by others. HouseME accepts no responsibility for this. By providing us with your personal information, you consent to us: (a) processing your information as set out in this privacy policy and in any other manner you expressly consent to; (b) processing personal data, such as marital status etc. (if provided) if necessary for these purposes.
- k. Tenants applying for a lease at the V&A Waterfront agree to affordability and credit vetting by both HouseME and the V&A Waterfront.

3. SHARING OF PERSONAL INFORMATION

- a. HouseME uses third parties to perform certain functions on its behalf including fulfilling advertisements, sending emails, website analysis, data analysis, translation services and processing of payments. One of the third parties used by HouseME is Financially Free, which is hereby specifically authorised to use the information provided to them by HouseME. Financially Free will have access to a User's personal information if necessary to perform their function, but they cannot use or disclose that information for any other purpose, unless specifically given consent to do so.
- b. HouseME may also use one or more third parties to conduct credit checks on a User, for purposes of verifying ability to fulfil financial obligations, acceptable credit record and no current or pending liquidation (or similar) applications against a User. You agree that those third parties are authorised to use your personal information required to perform their function, but that they cannot use or disclose your personal information for any other purpose, unless you specifically consent thereto.
- c. HouseME respects your privacy and undertakes not to sell, rent or lease your personal information to third parties. In the event of a transfer of HouseME or its assets, your personal information may be transferred as part of an acquisition, merger or reorganisation. We will endeavour to require any successor company to maintain this privacy policy but we cannot guarantee that it will remain in effect after such corporate action. You agree that HouseME may share your personal information with its affiliated or group companies for the purposes contemplated herein.
- d. HouseME may specifically share personal contact information with other Users for the purpose of coordinating property viewings, such that Users as Tenant and Users as Landlord communicate together directly. You agree that this use of your personal information is permitted in order for HouseME to conduct its core services as described in its Terms and Conditions, and agree to permitting this take place by using HouseME's services.

4. AGGREGATED INFORMATION

HouseME may share aggregated, non-personally identifiable information, such as demographics and Website usage statistics, with advertisers, sponsors and other organisations.

5. OPTION TO RECEIVE MARKETING INFORMATION

Throughout the Website, the User may be given the opportunity to receive marketing information which may be of interest from associated third parties. Only if the User elects to receive such information, will HouseME share the User's personal information with associated third parties, who will only be permitted to use such information for purposes of providing the User with the requested marketing information. The use of a User's personal information by such third parties will be subject to their own privacy policy and practices. HouseME is not responsible for the privacy policy or practices of any such third party. If you do not want to receive marketing information from associated companies, you must notify HouseME as part of the registration process. You may elect to stop receiving this information by amending your marketing preferences.

6. THIRD PARTY PRODUCTS OR SERVICES

Certain products or services available through this Website may be provided to the User in conjunction with a third party. That third party may require the User to disclose personal information to them in order to receive such products or services. Should the User request a product or service offered in conjunction with a third party, the identity of the third party will be disclosed to the User and the User's personal information will be disclosed to that third party. The use of a User's personal information by that third party is subject to its privacy policy and practices and HouseME is not responsible therefor.

7. MAINTENANCE AND STORAGE OF INFORMATION

User information is collected and stored on servers which are exclusively used and or owned and maintained by or on behalf of HouseME, and its group companies. HouseME may keep User information for a reasonable period for the purposes set out in this privacy policy. Upon request, HouseME will remove you and your personal information provided electronically from our database, thereby cancelling your registration.

8. LINKS TO OTHER WEBSITES

This Website contains links to a wide variety of other websites and HouseME displays advertisements from third parties on this Website. HouseME may monetise some of these links using third party affiliate programmes. Notwithstanding such affiliate programmes, HouseME is not responsible for the content or privacy policies of these websites or for third party advertisers (even if they use this Website's logo as part of a co-branding agreement), nor for the way in which information about their users is treated. The User shall be responsible for ensuring that such websites have sufficient private policies before submitting any personal information to such websites.

9. SECURITY

In accordance with the requirements under the Protection of Personal Information Act, HouseME shall adopt reasonable security procedures to help prevent unauthorised access to User information. HouseME shall not be liable for any attempt to hack or crack or otherwise gain unauthorised access to any part of this Website including any of your information and you agree not to hold HouseME liable for any loss or damage sustained by you as a result thereof.

10. POLICY CHANGES

By using this Website, the User agrees to the terms of use and of this privacy policy. HouseME may amend this privacy policy and its standard terms and conditions of use from time to time. Should HouseME do so, an updated version will be posted on this Website. You will be bound by the new terms upon your continued use of this Website.

11. GOVERNING LAW

This privacy policy is governed by the law of the Republic of South Africa. Any proceedings arising from this privacy policy shall be instituted in the appropriate court in South Africa and you agree to submit to the exclusive jurisdiction of the courts of South Africa.

12. ACCEPTANCE OF THIS PRIVACY POLICY

By using this Website and registering a personal account, you signify your acceptance of our privacy policy.

13. DEFINITIONS AND INTERPRETATION

- a. The terms you and User are used interchangeably and refer to all individuals and/or entities accessing this Website.
- b. The terms we and HouseME are used interchangeably and refer to HouseME and all individuals and/or entities acting on behalf of HouseME.
- c. The terms tenant and Lessee are used interchangeably and refer to all individuals and / or entities who occupy a rental property.
- d. The terms landlord and Lessor are used interchangeably and refer to all individuals and / or entities who own and / or manage a rental property.
- e. The term Website means the website located at the URL www.House.ME and any sub-pages, mobile app and any other means of connecting to HouseME servers and/or services.
- f. Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other two genders and words importing persons shall include partnerships and bodies corporate.

14. CONTACT INFORMATION

If you have any questions about this Website, the User information collected or the use thereof, please contact HouseME on +27 21 300 1944 or ask@house.me.