



## REAL ESTATE & PROPERTY SERVICES (PTY) LTD

1984/007886/07



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Last Approved:

22 May 2018

Reference:

REPS - Terms of Use 21 05 2018

### REPS Terms of Use

[www.repsonline.co.za](http://www.repsonline.co.za) and [www.repsrealty.co.za](http://www.repsrealty.co.za)

IMPORTANT LEGAL NOTICE, PLEASE READ CAREFULLY:

BY CONTINUING TO ACCESS THIS WEBSITE AND/OR MAKE USE OF ANY OF THE SERVICES PROVIDED, You CONFIRM AND WARRANT THAT:

YOU HAVE READ THESE WEBSITE TERMS OF USE; YOU UNDERSTAND THE RIGHTS AND OBLIGATIONS SET FORTH IN THESE WEBSITE TERMS OF USE; YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT; YOU, AND THE LEGAL ENTITY YOU REPRESENT, AGREE TO BEING CONTRACTUALLY BOUND TO THE VERSION OF THESE WEBSITE TERMS OF USE PUBLISHED ON THIS WEBSITE AT THE TIME OF ANY VISIT; AND YOU GRANT TO REPS THE RIGHTS SET FORTH IN THESE WEBSITE TERMS OF USE. IF YOU DO NOT ACCEPT THESE WEBSITE TERMS OF USE, YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE ACCESSING THE WEBSITE AND/OR MAKING USE OF ANY OF THE SERVICES PROVIDED.

#### WEBSITE TERMS OF USE:

##### DEFINITIONS:

"Authorizations" means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfil your obligations under these Terms of Use.

"REPS", "our", "us", or "we" means Real Estate and Property Services (Pty) Ltd, registration number 2004/004195/07, trading as REPS.

"REPS staff" means any of the Real Estate and Property Services directors, employees, agents, contractors and/or consultants.

"Material" means the content, trademarks, copyrights, data, and other material, including but not limited to, text, documents, graphics, logos, icons, hyperlinks, private information, and designs contained on our website.

**PROPERTY SOLUTIONS**

[www.repsonline.co.za](http://www.repsonline.co.za)

**EIENDOMSOPLOSSINGS**

\* Building Control \* Council Liaison \* Property Management \* Project Management \* Utility Management \* Valuations



##### DIRECTORS:

**J.CROUS** (B.COM, B.COM HONS, MBA, COMMISSIONER OF OATHS)

**L.CROUS** (HIS HOSP., BL.COM, DM)



“Regulatory provision” means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the website and/or use of the services.

“Services”, “Property Services”, “Property Solutions” means any of the services provided by us via this website.

“Terms of Use” means the contract between you and Real Estate and Property Services, as recorded by the terms contained in this document.

“Transaction” means an electronic transaction and includes the provision of information.

“Website” means Real Estate and Property Services’ website on the Internet consisting of its homepage with the address [www.repsonline.co.za](http://www.repsonline.co.za), and upon which these Terms of Use appear, and other web pages under the control of Real Estate and Property Services (and which may be linked by hyperlink to the home page or each other).

“You” and/or “your” means you, the person (natural and/or legal) accessing our website and/or making use of the services and includes the person you are representing any transaction when making use of the services.

#### **OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS OF USE:**

Should any of the terms in these Terms of Use conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures, with Real Estate And Property Services, then those terms, to the extent where there is conflict, contained in the signed agreement shall prevail. NO TERMS AND CONDITIONS CONTAINED ON YOUR PURCHASE ORDER, ORDER ACCEPTANCE FORMS AND/OR INVOICES SHALL APPLY TO, SUPPLEMENT OR SUPERSEDE ANY TERMS OF THESE TERMS OF USE.

#### **NON-CONFIDENTIAL AND NON-PROPRIETARY INFORMATION:**

Other than personal information, which is covered under the privacy policy on our website, any material, information or other communication you transmit or post to the website will be considered non-confidential and non-proprietary. You are prohibited from posting or transmitting to or from the website any unlawful, threatening, defamatory, obscene, pornographic, or other material that would violate any applicable regulatory provision.

#### **LINKS TO AND FROM OTHER WEBSITES:**

Links to third party websites on our website are provided solely as a convenience to you. If you use these, links, you will leave our website and/or our secure environment. We have not reviewed any or all of these third-party websites and do not control and are not responsible for any of these websites or their content. Thus, we do not endorse nor make any representations about them, or any information, software or other services or materials found there, nor any results that may be obtained from using them. If you decide to access any of the third-party websites, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website.

#### **INTELLECTUAL PROPERTY:**

All right, title, and interest in and to the materials belong exclusively to us and/or our licensors and/or suppliers and are copyrighted and protected by regulatory provisions. The materials may not be copied, reproduced, modified, published, uploaded, posted, to other websites or otherwise distributed in any way, without our prior written permission. Save as expressly provided for herein, we and/or our licensors and/or

our suppliers do not grant any right to you to use or reproduce the materials. All our rights are and remain reserved.

#### **ELECTRONIC COMMUNICATIONS**

When you make use of any of the services and/or send e-mails to us, you consent to receiving Communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, requirement that such communications should be "in writing".

#### **PIN CODE AND/OR DIGITAL ID:**

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PIN) and/or digital identity that may be issued to you and used, amongst other things, to identify you to the website, and you shall be fully responsible for all activities that occur when the PIN code or digital identity, as the case may be, is used, with or without your knowledge. YOU AGREE TO IMMEDIATELY NOTIFY REPS OF ANY COMPROMISE, OR SUSPECTED COMPROMISE, OF ANY PIN CODE AND/OR DIGITAL IDENTITY, AS THE CASE MAY BE, AND YOU INDEMNIFY US AGAINST ANY LOSS, DAMAGE, OR INJURY ARISING FROM YOUR FAILURE TO COMPLY HEREWITH.

#### **SECURITY:**

Should you deliver or attempt to deliver any damaging code to our website or attempt to gain unauthorized access to any page on our website, you shall be prosecuted, and damages will be claimed from you if we suffer any damage or loss. You acknowledge and agree to use our website for lawful purposes only. In this regard you may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you, (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other code or instructions that are designed to distort, delete, damage or disassemble our website(s) or the communication, (c) send any unsolicited commercial communication not permitted by applicable law, or (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable.

#### **SOFTWARE:**

Any software made available on or through our website or any hardware rented or sold to you is governed by license terms that establish a binding contract with licensor. You agree to indemnify us against any breach of these license terms. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

#### **SERVICES:**

IT IS AT ALL TIMES YOUR RESPONSIBILITY TO ENSURE YOUR SELECTION OF EACH SERVICE MADE AVAILABLE FOR USE THROUGH OUR WEBSITE IS UP TO DATE AND IN ACCORDANCE WITH YOUR REQUIREMENTS. YOU AGREE TO INFORM US TIMEOUSLY IN WRITING OF ANY CHANGES IN YOUR REQUIREMENTS AND WHICH SERVICES ARE REQUIRED TO BE ADDED TO OR DELETED FROM YOUR ACCOUNT. FAILURE TO DO SO WILL RENDER YOU LIABLE FOR THE CHARGES FOR SERVICES YOU ARE POTENTIALLY NO LONGER MAKING USE OF. Certain of the services made available for use through our website may be governed by license terms that establish a separate binding contract with the respective licensor. You agree to indemnify us against any breach of these license terms by you. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of such services, and any remedy you seek to enforce shall be governed by the license agreement with the licensor

#### **Fees:**

For the services, you agree to pay the charges (exclusive of VAT) set out in our Company Profile (as may be published on our website from time to time), free of conditions, set-off, bank exchange, commission or any other deduction to you, and you agree not to defer, adjust or withhold any such payment. We reserve the

right to (i) charge interest at the maximum rate permitted by law, and/or (ii) suspend the provision of the services, without incurring any liability, in the event that you, for whatever reason, refuse, fail and/or neglect to make any payment of any amount invoiced by REPS in terms hereof.

**COMPLIANCE WITH LEGISLATION:**

You shall at your own risk and expense procure all authorizations that you may require to access the website and/or make use of the services. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorizations, including the granting thereof and whether required by us or any other third party. You agree to comply at all times with all authorizations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the services. You agree to indemnify us against any breach of the aforesaid authorizations and regulatory provisions by you.

**DISCLAIMER:**

THE USE OF THIS WEBSITE, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**LIMITATION OF LIABILITY:**

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS, THEREPS STAFF, AND ANY COMPANY FORMING PART OF THE REPS GROUP OF COMPANIES WILL HAVE NO LIABILITY ABOUT OR ARISING FROM YOUR USE OF OUR WEBSITE OR THE SERVICES, AS SET FORTH BELOW. UNDER NO CIRCUMSTANCES ARE WE, OUR LICENSORS, OUR SUPPLIERS AND THE REPS STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY WHATSOEVER, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE AND/OR THE SERVICES, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, AND THE REPS STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.

**CHOICE OF LAW, JURISDICTION & COSTS:**

These Terms of Use are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Terms of Use will be subject to the jurisdiction of the South African courts. IN THE EVENT WE NEED TO INSTRUCT ATTORNEYS TO PROTECT OR ENFORCE ANY OF OUR RIGHTS AGAINST YOU IN TERMS OF THESE TERMS OF USE, AND SHOULD WE BE AWARDED COSTS BY AN ARBITRATOR OR COURT, YOU AGREE YOU ARE RESPONSIBLE FOR AND UNDERTAKE TO REIMBURSE US SUCH COSTS ON AN "ATTORNEY-AND-OWN CLIENT" BASIS, AS PER THE MANDATE BETWEEN US AND OUR ATTORNEYS.

**INVALID, VOID & UNENFORCEABLE TERMS:**

Should any term herein be deemed invalid, void or unenforceable either in its entirety or in a application, such shall be severable, whilst the remainder of these Terms of Use shall nonetheless remain in full force and effect.

**NO VARIATION:**

No alteration or variation to, or consensual cancellation of these Terms of Use, including this clause 17, shall be of any force or effect, unless it is recorded in writing and signed, by means of handwritten signatures, by both you and REPS.

**NO WAIVER OF RIGHTS:**

Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

**COMPANY INFORMATION:**

Company name: Real Estate and Property Service (Pty) Ltd  
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