

SIMS TERMS AND CONDITIONS OF USE AGREEMENT

1. These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Website and Web application and the information thereon, known as the "SIMS" systems, provided by RED-I (Pty) Ltd ("RED-I").

By accessing and using the SIMS Website, the User agrees to be bound by the Terms and Conditions set out in this legal agreement. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy, use or distribute any information (the "Content") obtained on the SIMS system.

2. Updating of these Terms and Conditions: RED-I (the "provider") reserves the right to change, modify, add to or remove from, portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates, to which he/she hereby agrees.

3. Limited License to Registered Users:

- 3.1. The Provider allows and processes the registration of all users and issues registered users with a unique login and password for their personal use ("the Registered User") of the Website.
- 3.2. Subject to the further terms of these Terms and Conditions, an exclusive, non-transferable, limited and revocable right is granted to Registered Users to access and use the current and future Content for the purposes agreed to by the Registered User and The Provider in this agreement.
- 3.3. This Website and the Content may not be reproduced, duplicated, copied, resold, or otherwise exploited, and shall only be used for the following purposes:

- 3.3.1. to update and maintain the sales information relevant to the property developments designated on the Website; and/or
 - 3.3.2. to obtain information on the properties, the property development or the like, which information shall be treated by the User as confidential, and which shall not be advertised or marketed other than on a word of mouth basis.
 - 3.3.3. The Registered User may not collect product or client listings, descriptions or other information displayed here, and is under no circumstances ever to allow any derivative use of this Website or the Content for the benefit of himself/herself or another merchant.
 - 3.3.4. The Registered User may not copy, frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of The Provider.
 - 3.3.5. The Provider and the Owners of the Website their affiliates or subsidiary, reserve the right in their sole discretion to refuse service, terminate access, remove or edit content, or cancel orders or reservations in their sole discretion.
- 3.4. Any unauthorised use by the User shall entitle the Provider to terminate access to SIMS and/or to unilaterally and without further notice terminate this agreement.
- 3.5. This Agreement does not appoint either of the Parties as an agent or legal representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.
- 3.6. The Parties agree that they shall generally act in the utmost good faith toward each other, and provide genuine and accurate information of fields on the SIMS system or to each other for posting on the Website.
4. Confidentiality and use of information: The User acknowledges that the information is valuable, special and a unique asset proprietary to the Provider and he/she agrees

that the user shall prevent disclosure of the Content on the Website, except as may be required by law. The User further agrees to hold in confidence all information received and/or given by the Website regarding a property developer and/or a specific property development(s), its stands, prices or extent displayed on the SIMS system, other than using such information for the intended purpose.

The Provider receives various types of information ("the Information") from Users who access the Website and from other third parties. The Provider makes every effort to protect any Information received by it. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Owners will not be responsible for any loss or damages you or any third party may suffer as a result of the transmission of confidential information that you make to the Owners through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information or for the use of any information. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

5. Copyright and Intellectual Property Rights: The Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by the Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to property developments, stand/erf sizes, prices, availability, location and views thereof, site development plans, contracts, deposit proofs, bond grants, Purchaser and other user contact details, FICA documentation ("the Content"). All such proprietary works, and the compilation of the proprietary works, are the copyright of the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right

including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

6. **Limitation of liability:** The Website and all Content on the Website, including any current or future offer of properties, products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither The Provider nor any holding company, affiliate or subsidiary of The Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if The Provider is expressly advised thereof. Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other.
7. **Privacy: casual surfing:** The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve Content thereon. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.
8. **Privacy: unsolicited information:** If the User posts unsolicited content or other information ("the Information") to the Website, and unless otherwise indicated, then the User grants to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts; that the Information is accurate; that by the supply of the Information to The Provider, the User does not violate this Agreement and does not infringe the rights of any person or entity; and that the User indemnifies the Owners for all claims

resulting from the receipt by the Provider of the Information the User supplies to it. The Provider reserves the right, but shall not be obliged, to monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

9. Privacy: solicited information the User gives to The Provider: The Provider requires certain personal information to process transactions if the User requires any of the Provider's products or services. The Provider receives and stores all Information the User enters on the Website or gives to The Provider, in any way. The User may choose not to provide certain Information, but that may limit the services or products that the User may wish to obtain from this Provider. The Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User grants to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media. The User information that is required by affiliates and subsidiaries to give effect to transactions that the User chooses to enter into, is shared with those entities.
10. Privacy: promotional information: The Provider aspires to provide first-class service to its customers, which necessitates the Provider providing information to the User regarding new services or special offers, to which the User hereby agrees. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to stephen@imagine-group.com.
11. Privacy: business transfers: The Provider may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets, subject to any legal limitation thereon.

12. Privacy: lawful purposes: When the Provider is served with due legal process requiring the delivery of personal customer Information; it has the legal duty to abide by that demand, and will do so.
13. Privacy: surveys: The Provider understands that efficiency and customer care translates to good service. The Provider may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, The Provider will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys.
14. Choice of Law: This Website is controlled, operated and administered by The Provider from its offices as set out below within the Republic of South Africa. The Providers make no representation that the Content is appropriate or available for use in any other locations or countries. Access to the Website from territories or countries where the Content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Cape High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.
15. Non Circumvention: The User acknowledges that the Provider is the effective cause of any sale in respect of property(ies) listed on the Website and that the relevant party shall pay the License fee and/or estate agents commission due to the Provider or other Agent, as the case may be, except if proven otherwise to the satisfaction of the Provider.
16. Contact Details: The User elects its domicilium address as the address provided by him or her during registration on the Website.

17. In the event that you need to contact The Provider for purposes related to these Terms and Conditions, please use the following:

Telephone: (+27) 021 702 2302

Fax: (+27) 021 702 2306

Email: stephen@imagine-group.com

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