

PROPERTY LISTING TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 REDi (Real Estate Development Interactive Proprietary Limited) currently owns, controls, manages and administers the PE (Property Engine Software Technologies Proprietary Limited) software, systems, applications and various associated brands, domains and websites, as well as the PE listing platform which enables property developers to list, publish, update and manage their property development listings online on a paid subscription and/ or usage basis, as applicable;
- 1.2 The Customer agrees to the terms and conditions below.

2 DEFINITIONS AND INTERPRETATION

- 2.1 Clause headings, when used in this agreement, are for convenience only and shall not be used in its interpretation.
- 2.2 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to it in such sub-clause.
- 2.3 REDi and the Customer are jointly referred to as the **"Parties"** and individually as a or any **"Party"**.
- 2.4 If any provision in the introduction and/or in this clause 2 is a substantive provision conferring rights or imposing obligations on any Party, then, notwithstanding that such provision is contained in the introduction and/or this clause 2, as the case may be, effect shall be given thereto as if such provision was a substantive provision in the body of this agreement.
- 2.5 In this agreement, unless the context clearly indicates a contrary intention, any expression which denotes one gender shall include the other, a natural person shall include a juristic person and other created entities and *vice versa*, the singular shall include the plural and *vice versa*, the definitions contained below shall bear the meanings assigned to them and related expressions shall bear corresponding meanings:
 - (a) **"Customer Development Listings"** means all content and services related to the Customer's property developments including images, general details, developer contact details etc. made available by REDi for publishing on the Private Property Website, Property24 Website and HelloHouse Website;
 - (b) **"Effective Date"** means the date on which the Customer accepts these terms and conditions being the date upon which the Customer enters into the Clickwrap Agreement;
 - (c) **"Fees"** means the fees, charges and/ or subscription amounts payable by the Customer for the listing, curation, synchronisation and publication of the Customer Development Listings, as set out in the Pricing Schedule;
 - (d) **"HelloHouse Website"** means the website that offers online property listings, services and related offerings to internet users and that is located at the URL www.hellohouse.co.za or additional URL's from time to time;
 - (e) **"Pricing Schedule"** means the schedule of fees published by REDi from time to time and made available at www.propertyengine.com/pricing
 - (f) **"Property24 Website"** means the website that offers online property listings, services and related offerings to internet users and that is located at the URL www.property24.com or additional URL's from time to time;
 - (g) **"Private Property Website"** means the website that offers online property listings, services and related offerings to internet users and that is located at the URL www.privateproperty.co.za or additional URL's from time to time;

- (h) **“PropertyEngine Software”** means the listing engine, software and applications, owned, controlled, managed and/or administered by PE which enables the Customer and other property developers to publish, update, manage, market and sell their developments online;
- (i) **“PropertyEngine System”** means the database of all Customer Development Listings on the PE Website and PE Software which enables the Customer and other property developers to manage the marketing and sale of their developments;

3 AGREED OBLIGATIONS AND RIGHTS

- 3.1 REDi shall develop the database and systems necessary to ingest a data feed of Customer Development Listings from the PropertyEngine System.
- 3.2 If necessary, REDi shall integrate the PropertyEngine Software with the Private Property Feed-in API, Property24 Feed-in API and HelloHouse Feed-in API so that Customer Development Listings can be published on the Private Property Website, Property24 Website and HelloHouse Website respectively.
- 3.3 REDi will incorporate the Customer Development Listings into the Private Property Website, Property24 Website and HelloHouse Website, such that the Customer Development Listings are searchable and available for users of the sites to find, view and make contact with the relevant party.
- 3.4 The Customer acknowledges and agrees that access to, and listing of, the Customer Development Listings on the PropertyEngine System and on the Private Property Website, Property24 Website and HelloHouse Website is provided as a paid service and is subject to the payment of the applicable Fees.
- 3.5 REDi shall be entitled, at its discretion on written notice to the Customer, to suspend, limit or terminate the publication of Customer Development Listings in the event of non-payment of Fees.
- 3.6 Leads that are generated from all Customer Development Listings fed to the Private Property Website, Property24 Website and the HelloHouse Website by REDi shall be made available to REDi through an Application Programming Interface (API) which REDi shall have access to.
- 3.7 The Parties agree that the Customer Development Listings available on the Private Property Website, Property24 Website and HelloHouse Website shall be governed by the terms and conditions of those sites.
- 3.8 The Customer hereby undertakes and agrees to take all the necessary steps to give complete effect to the provisions of this agreement.
- 3.9 The Customer shall at all times ensure that the Customer Development Listings content complies in all respects with all applicable laws and regulations.

4 FEES AND PAYMENT

- 4.1 The Customer agrees to pay the Fees in accordance with the Pricing Schedule.
- 4.2 REDi may amend the Pricing Schedule from time to time, provided that updated pricing will only apply prospectively and the Customer will be given reasonable prior written notice of any such changes.
- 4.3 Continued use of the PropertyEngine services after the effective date of updated pricing shall constitute acceptance of the revised Fees.
- 4.4 All Fees are exclusive of VAT, unless stated otherwise.

5 DURATION

5.1 This agreement shall commence on the Effective Date and shall continue indefinitely, subject to the right of either REDi or the Customer to terminate this agreement on 30 (thirty) days' prior written notice to the other.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer hereby warrants and represents to and in favour of REDi that the Customer Development Listings, will not result in the breach of any applicable law or any third party rights and the Customer hereby unconditionally and irrevocably indemnifies REDi and agrees to hold REDi harmless from and against any loss, costs, damages and/or claims suffered or incurred by or instituted against REDi as a result of a breach of this warranty.

6.2 The Customer agrees that, except where specifically provided otherwise in this agreement, all intellectual property rights vested in or owned by REDi or held by REDi under any licensing agreement with any independent third party, shall be and remain the sole property of REDi and the relevant licensors respectively.

7 DISCLAIMER OF LIABILITY AND INDEMNITY

7.1 The Customer agrees that:

- (a) REDi cannot be held liable in any way for loss, costs, claims and/or damages suffered by the Customer or any party as a result of, or in any way relating to, the Customer Development Listings on the Private Property Website, Property24 Website and HelloHouse Website; and
- (b) without derogating from any other rights that it may have, take any of the following actions should REDi, in its sole discretion, be of the opinion that the Customer Development Listings, on the Private Property Website, Property24 Website and HelloHouse Website or any part thereof is offensive, unlawful or harmful:
 - (i) request the Customer forthwith to amend or modify the content; or
 - (ii) remove the Customer Development Listings from the Private Property Website, Property24 Website and HelloHouse on written notice to the Customer.

7.2 The Customer agrees that nothing that REDi does in the exercising of its rights or the performance of its obligations in terms of this agreement or in the carrying on of its business generally shall be construed as an assumption of responsibility or liability by REDi for the Customer Development Listings and/or the conduct contemplated in clause 6.1.

7.3 The Customer hereby agrees that REDi will never be a party to any dispute between the Customer and a third party relating to, or arising from the Customer Development Listings and/or the conduct contemplated under clause 6.1 and the Customer hereby irrevocably and unconditionally indemnifies REDi and agrees to hold REDi harmless from and against any claim made by any person, howsoever arising from any dispute relating to the Customer Development Listings and/or the foregoing conduct.

7.4 Notwithstanding any other provision under this agreement, REDi shall not be liable to the Customer or any other party for any indirect, special and/or consequential damages of whatsoever nature, resulting or arising directly or indirectly from this agreement.

8 GENERAL

8.1 This agreement replaces any previous and/or existing agreement between the Parties and constitutes the sole record of the agreement between the Parties in regard to the subject matter hereof and no Party shall be bound by any express or implied term, promise or the like not recorded herein.

- 8.2 REDI reserves the right to amend these Terms and Conditions from time to time, provided that the updated version will be made available to the Customer and will apply prospectively from the date specified by REDI.
- 8.3 Except where specifically provided otherwise in this agreement, no addition to, variation of, or consensual cancellation of this agreement shall be binding on any of the Parties unless recorded in writing and signed by both Parties.
- 8.4 The Parties agree that neither of them has been motivated into entering into this agreement in consequence of any representation made to it or warranties given to it by the other Party, save for what is recorded in this agreement.
- 8.5 No extension of time or indulgence which either Party ("**the grantor**") may grant to the other ("**the grantee**") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 8.6 No failure or delay on the part of either Party in exercising any right, power or privilege will constitute a waiver of such right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
- 8.7 In the event that any of the provisions of this agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.
- 8.8 Neither Party shall be entitled to cede, assign or delegate or in any manner whatsoever transfer any of its rights or obligations under this agreement without the prior written consent of the other Party, with the exception that REDI shall be entitled to cede, assign, transfer or delegate all or any of its rights or obligations under this agreement to any of its affiliates without the consent of the Customer and without notice to the Customer. For the purposes of this clause "**affiliate**" shall mean BetterHome Group Limited registration number 1992/000443/07 ('BetterHome'), BetterHome's subsidiaries, and any other companies which, directly or indirectly, is controlled by BetterHome, as that term is defined in the Companies Act of 2008.
- 8.9 The relationship of the Parties is that of independent contractors and nothing in this agreement shall be deemed or interpreted to place the Parties in any other relationship, specifically not in the relationship of partners or agents or in the relationship of employer and employee, and neither party shall be entitled to bind the other in any way whatsoever or incur any liability on behalf of the other party.
- 8.10 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa.