

LIGHTSTONE PROPRIETARY LIMITED

Lightstone Property Product and Services Terms and Conditions

1. Nature and Scope

- 1.1. Your access to, and use of, all the products and services offered to you by Lightstone Proprietary Limited, a private limited liability incorporated in the Republic of South Africa with registration number 2010/018608/07 and with its registered office at SIS House, first floor, Eton Office Park, corner of Sloane and Harrison Streets, Bryanston, Gauteng ("**Lightstone**") via the Lightstone websites at www.toolkit.lightstoneproperty.co.za ("**Products and Services**"), shall in all respects be subject to, and governed by, these terms and conditions ("**Terms and Conditions**").
- 1.2. Should you object to these Terms and Conditions, you are required to cease your access to, and use of, the Products and Services immediately.
- 1.3. Lightstone may update, amend and replace these Terms and Conditions from time to time, provided that it shall notify you of any material changes, which you shall be obliged to accept should you wish to continue your access to and use of the Products and Services.
- 1.4. You acknowledge and agree that these Terms and Conditions create a binding, legal agreement between you and Lightstone.

2. Subscription

- 2.1. Lightstone grants to you the access to, and use of, the applicable Products and Services on a non-exclusive subscription basis as software as a service.
- 2.2. Your access to and use of the Products and Services are at your sole risk.
- 2.3. If you access any reports pursuant to the Products and Services, those reports may be subject to such further terms and conditions as specified in the applicable report.
- 2.4. Lightstone may discontinue any Products and Services and/or restrict access to certain Products and Services to certain customers or groups of customers without prior written notice to you.
- 2.5. Holding companies, subsidiary companies, affiliated companies and/or entities, partners, joint venture partners, and the like may not access and/or use the Products and Services and are required to subscribe to the Products and Services at its/their own cost.

3. Duration

- 3.1. You may select the duration of your access to, and use of, the applicable Products and Services, provided that following the expiry of such term, your access to and use of the Products and Services shall continue on a month-to-month basis until terminated on written notice to Lightstone in accordance with clause 5.
- 3.2. Unless expressly stipulated otherwise, you may only terminate for convenience your access to and use of any Product and Service after 60 days.

4. Fees

- 4.1. You shall be liable to pay to Lightstone the applicable fees in consideration for your access to and use of the Products and Services in accordance with the payment method you have selected. Lightstone shall not be obliged to refund a user's fee for any reason whatsoever.
- 4.2. Where payment is made by an EFT and/or credit card (rather than by debit order), Lightstone shall be entitled to recover its administrative charges from you.
- 4.3. All amounts due to Lightstone shall be exclusive of VAT.
- 4.4. Any failure to make timely and proper payment of any amount due and payable in terms of these Terms and Conditions shall, without prejudice to Lightstone's rights and remedies available to it, entitle Lightstone to suspend your access to and use of all Products and Services until such time as you have made full payment of any outstanding amounts. Should your debit order be refused during two consecutive months or for three times or more in any 6 month period, Lightstone may terminate your subscription and recover from you all administrative charges incurred by Lightstone in this regard.
- 4.5. All amounts due, owing and payable by you to Lightstone which are not paid on the due date thereof, will bear interest at the Prime interest rate as stipulated by the Reserve Bank from the due date for payment until date of full settlement.
- 4.6. Lightstone shall review its fees levied in respect of the Products and Services on an annual basis and notify the applicable fee increases to you. Should you not accept such fee increase, you are required to notify Lightstone forthwith and terminate your access and use of the Products and Services in accordance with clause 5.
- 4.7. If your access to, and use of, the Products and Services is discontinued, disconnected, cancelled, suspended, and/or restricted in any way, by no fault of Lightstone, then Lightstone may, at its discretion, charge a reconnection fee in order for you to regain access to and use of the Products and Services, as notified to you from time to time.

5. Termination for convenience

- 5.1. You may terminate your access to and use of the Products and Services on not less than 30 days' written notice to Lightstone.
- 5.2. In the event that you elect to terminate these Terms and Conditions, and thereafter wish to reinstate your position, you may be liable to a reconnection fee as provided for in clause 4.7.

6. Registration, Password, Username and Privacy

- 6.1. You shall ensure that all of your employees and other authorised users of the Products and Services ("**Users**") access and use the Products and Services only in accordance with these Terms and Conditions. You warrant that any person who has access to and use of the Products and Services through your subscription, is authorised by you to have access to and use of the Products and Services, and furthermore is aware of and has sight of these Terms and Conditions, and specifically with regard to their binding nature.
- 6.2. You shall indemnify Lightstone against, and hold Lightstone harmless from, any loss and/or damage arising from the unauthorised use of the Products and Services.

- 6.3. Lightstone may require you to provide it with personal information of its Users, which personal information may include without limitation, that person's name, email address, physical address and age ("**User Information**"). You shall ensure that all the User Information provided to Lightstone is true, correct and up to date and you warrant to and in favour of Lightstone that you are duly authorised and/or have obtained the necessary consents to collate such User Information and provide it to Lightstone to facilitate the Users' access to and use of the Products and Services.
- 6.4. Once you have successfully registered for a Product and Service, Lightstone shall provide to each of the Users an allocated username and password. Such username and password shall be used to access the protected areas of the Products and Services. Lightstone has a named user policy allocated to each user. You shall ensure that all of your Users are legally entitled to access and use the Products and Services in this manner.
- 6.5. Your username(s) and password(s) shall only be used by the Users and shall not be disclosed to any third parties (including colleagues). You accordingly have full responsibility and liability for all activities on the Products and Services undertaken through the use of your Users' username(s) and password(s). In the event of any third party acquiring or having unauthorised use of your username or password, you must notify Lightstone immediately and refrain from making use of the Products and Services until such time as a new username and password has been allocated to you.
- 6.6. You must notify Lightstone if a User is no longer authorised to access the Products and Services on your behalf or if that User's access to the Products and Services should be suspended for any other reason. Lightstone shall deactivate and/or suspend that User's access to the Products and Services as soon as possible on receipt of your notification.

7. POPI Act

- 7.1. **For purposes of this clause 7, capitalised terms shall have the meanings given to them in the Protection of Personal Information Act, 2013 ("*POPI Act*"), unless the context clearly indicates otherwise.**
- 7.2. **Your access to and use of the Products and Services are also subject to Lightstone's Privacy Notice, accessible at <https://lightstoneproperty.co.za/legal.aspx>. Please make sure that you read the Lightstone Privacy Policy carefully.**
- 7.3. **Each Party shall Process Personal Information insofar as it relates to the Products and Services in accordance with the provisions of the POPI Act. If and to the extent that Lightstone is acting as a Responsible Party in respect of the Personal Information and the Personal Information is provided to you, you are acting as a Responsible Party in respect of that Personal Information in your own right and you:**
 - 7.3.1. **may be required to indicate, when using the Products and Service, the legal grounds set out in section 11(1) of the POPI Act on which you are Processing the Personal Information that you receive from Lightstone;**
 - 7.3.2. **warrant, represent and undertake to Lightstone that you are entitled to Process the Personal Information by using the Product and Service;**

- 7.3.3. shall comply with all obligations imposed on you, in your capacity as a Responsible Party in respect of that Personal Information, in the POPI Act, and, without detracting from the generality of these obligations, give effect to, and comply with, sections 23 and 24 of the POPI Act, insofar as you receive requests from Data Subjects;
 - 7.3.4. shall secure the Personal Information in accordance with section 19 of the POPI Act;
 - 7.3.5. shall comply immediately with any lawful and reasonable requests made by Lightstone to ensure compliance with the POPI Act;
 - 7.3.6. shall not perform any act or omission that will cause Lightstone to be in breach of its obligations under the POPI Act when it Processes the Personal Information; and
 - 7.3.7. subject to clause 7.4, notify Lightstone immediately of any breach or anticipated breach of your obligations pursuant to this clause 7 and/or the POPI Act (including, but not limited to, any security breach or anticipated security breach or unauthorised disclosure in relation to the Personal Information) and any complaint, together with the full details of the complaint, received from a Data Subject in respect of Personal Information Processed by Lightstone and to the extent that you name Lightstone in your dealings with a Data Subject.
- 7.4. Where you Process any Personal Information of a Data Subject, you shall, in accordance with and in compliance with, the POPI Act, receive, conduct and complete any objection received from a Data Subject in accordance with the provisions of the POPI Act (and you expressly acknowledge and agree that you are not entitled to simply direct the Data Subject to Lightstone).
- 7.5. Lightstone may suspend your access to any Product and Service as a result of your breach of this clause 7 and/or the POPI Act, until such time as you have remedied your breach.

8. Usage Restrictions

- 8.1. Certain Products and Services have additional usage restrictions, terms and conditions, which shall be notified to you.

9. Security

- 9.1. In order to ensure the security and reliable operation of the Products and Services for all of its clients, Lightstone may take whatever action it deems necessary to preserve the security, integrity and reliability of the Products and Services, its network and back-office applications.
- 9.2. You shall (and you shall ensure that each User) follows good industry security practices on any device that connects to the Products and Services, which includes, but is not limited to, laptops, personal computers, phones and/or tablet type devices ("**Devices**"). You must install and keep updated good industry standard anti-virus and malware prevention tools on the Devices.
- 9.3. You shall not (and you shall ensure that each User shall not) utilise the Products and Services in any manner which may compromise the security of Lightstone's networks or tamper with the Products and Services in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Products and Services, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Products and Services, all of which is expressly prohibited. Any person

or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Lightstone suffer any damage or loss as a result of such actions, such damage or loss shall give rise to damages claim against you.

- 9.4. Should you commit any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act, 2002 ("**ECTA**") (specifically sections 85 to 88 (inclusive)) you shall, notwithstanding criminal prosecution, be liable for all direct and indirect liability, loss or damages suffered and/or incurred by Lightstone and its affiliates, agents and/or partners.

10. Maintenance, Upgrades and Support

- 10.1. Lightstone shall at its cost and in accordance with its time schedule, maintain and/or upgrade its Products and Services as it deems necessary from time to time. It shall endeavour to do so after hours, but you acknowledge and agree that Lightstone shall be entitled to do so during business hours where emergency work is required.
- 10.2. Support services shall be available between the hours of 08h00 to 17h00 on business days. You may log a ticket for support services as follows:

Contact Person	Email	Number
<i>Lightstone Support</i>	<i>support@lightstone.co.za</i>	<i>087 898 8476</i>

11. Data Retention

Lightstone shall retain your data as long as is necessary to provide to you the Products and Services and manage your account.

12. Intellectual Property Rights

- 12.1. Lightstone shall have and shall retain all rights, title and interest (including any and all intellectual property rights) in and to the Products and Services and nothing in this Agreement shall operate to transfer any intellectual property rights to you, save as may be expressly stated in a report obtained through the Products or Services.
- 12.2. Subject only to limited rights to access and use the Products and Services and as expressly stated in this Agreement, all rights, title and interest in and to the deliverables and/or output data obtained by you through the Products and Services, including all related intellectual property rights, will remain with Lightstone and belong exclusively to Lightstone.

13. Limitation of Liability

- 13.1. You acknowledge and agree that you shall have no claim against Lightstone as a result of the unavailability of the Products and Services. The Products and Services are provided on an 'as is' and 'as available' basis, without any representation or warranty of any kind. You acknowledge and agree that certain information may contain inaccuracies or errors and Lightstone therefore expressly excludes liability for any such inaccuracies or errors.

13.2. Neither Lightstone nor you shall be liable for any indirect or consequential damages and such liability is excluded whether it is foreseen, foreseeable, known or otherwise, except if you breach the provisions of clauses 7 or 0.

14. **Breach**

14.1. Should you commit a material breach of any of the provisions of these Terms and Conditions, your access to and use of the Products and Services shall be suspended until you remedy such breach within the time frames notified to you by Lightstone.

14.2. Should you fail to remedy such breach within the time frames notified to you by Lightstone, or should your breach be incapable of remedy, Lightstone may terminate your access and use of the Terms and Conditions with immediate effect on written notice to you in addition to any other rights that it may have pursuant to these Terms and Conditions and any other applicable law.

14.3. The remedies set out in this clause 14 are not exhaustive of the remedies Lightstone may have under or in consequence of these Terms and Conditions.

15. **Confidentiality**

Both you and Lightstone shall keep confidential any confidential information which it has acquired or may acquire as a result of your acceptance of these Terms and Conditions and/or your access to and use of the Products and Services and neither party shall use or disclose such information except as contemplated herein or with the consent of the other party or in accordance with an order of court of competent jurisdiction or in order to comply with any law or government regulation by which the party concerned is bound.

16. **General**

16.1. These Terms and Conditions, constitute the entire agreement between us with respect to the access to and use of the Products and Services, save only as may be amplified in any reports accessed via the Products and Services.

16.2. These Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa.

16.3. Any dispute arising from these Terms and Conditions shall be exclusively subject to the jurisdiction of the courts of the Republic of South Africa.

17. **Section 43 of the ECTC**

17.1. Pursuant to and in compliance with section 43(1) of the ECTA, Lightstone makes available the following information:

Full Name and Legal Status	Lightstone Property, a division of Lightstone Proprietary Limited, a private limited liability company incorporated in the Republic of South Africa with registration number 2010/018608/07.
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Physical Address and Registered Office (for legal service of documents)	SIS House, first floor, Eton Office Park, corner of Sloane and Harrison Streets, Bryanston, Gauteng
Telephone Number	010 822 8687
Website Address	www.lightstone.co.za
Email Address	info@lightstone.co.za
Office Bearers (Directors)	David Allan Hutcheson Nhlanhla Xolani Mabuza

17.2. You may view a full record of your transactions, as well as update or change information related to your account(s) by accessing your account page with your username and password.

Toolkit Terms and Conditions

1. General

- 1.1. In addition to the Terms and Conditions governing your access to and use of the Products and Services, the usage restrictions set out herein will apply to your access to and use of Lightstone's Toolkit product ("**Toolkit**").
- 1.2. Lightstone may update, amend and replace these Toolkit Terms and Conditions from time to time, provided that it shall notify you of any material changes, which you shall be obliged to accept should you wish to continue your access to and use of Toolkit.
- 1.3. You acknowledge and agree that these Toolkit Terms and Conditions create a binding, legal agreement between you and Lightstone.

2. Toolkit Services

- 2.1. You may access certain proprietary information of Lightstone via Toolkit, including automated property valuation reports, suburb reports, demographic reports, various risk and marketing metrics, house price indices and proprietary research articles and any other reports or information as may be made available by Lightstone through Toolkit.
- 2.2. Lightstone's automated property valuation reports are based on a statistical property valuation model which consists of certain proprietary intellectual property that has been developed by Lightstone.
- 2.3. This information (or any other information accessed or used via Toolkit) does not constitute legal, financial, accounting, tax, investment, consulting or other professional advice or service. Before making any decision

based on the information accessed or used via Toolkit, please seek advice from a qualified professional advisor.

3. Third Party Websites and Services

- 3.1. Lightstone may provide links to third party websites, services and content ("**Third Party Services**"). These links are provided to the User for convenience purposes only and Lightstone does not endorse such Third Party Services.
- 3.2. While Lightstone tries to provide links to only reputable Third Party Services, Lightstone will not be responsible or liable for the information or services provided by or through Third Party Services. Lightstone accordingly makes no representations or warranties regarding the Third Party Services and you shall accordingly use such links and the Third Party Services at your sole risk.
- 3.3. Lightstone shall not be liable in any way for the content, use or inability to use or access any Third Party services, nor for any loss or damage incurred as a result of your use of the Third Party Services.

4. Usage Restrictions

- 4.1. You shall not (and you shall procure that your Users shall not):
 - 4.1.1. copy, other than for backup, archival or disaster recovery purposes, reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any portion of Toolkit for any reason and in any manner, unless it is consistent with the intent and purpose of these Toolkit Terms and Conditions;
 - 4.1.2. decompile, disassemble or reverse engineer any portion of Toolkit;
 - 4.1.3. service listings, descriptions or other information displayed on Toolkit;
 - 4.1.4. write and/or develop any derivative of Toolkit (or any other software programme based on Toolkit) in a manner that is in breach of these Toolkit Terms and Conditions;
 - 4.1.5. modify or enhance Toolkit (and if you do modify or enhance Toolkit in breach of this undertaking, such modifications and enhancements shall be the property of Lightstone);
 - 4.1.6. remove any identification, trademark, copyright or other notices from Toolkit; and
 - 4.1.7. notwithstanding any other provision of the Terms and Conditions and/or the Toolkit Terms and Conditions, use Toolkit for any purpose other than the interpretation of information contained in Toolkit for personal, internal use and/or non-commercial and information purposes only.

5. Limitation of Liability

- 5.1. Any information provided to you through Toolkit shall in no way be construed as Lightstone's opinion on the solvency, financial standing, integrity or motives of the parties reported upon, but merely reflects an analysis of certain information derived or compiled by Lightstone from various predominantly public sources.
- 5.2. Lightstone makes no representation or warranty as to the availability, accuracy or completeness of the information provided through Toolkit. Lightstone shall not be liable for any losses of any nature as a result of this information being incorrect, incomplete or inaccurate.
- 5.3. You shall rely on such information at your own risk.