

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE BEFORE ENGAGING WITH OUR WEBSITE OR OTHER PLATFORMS

1. TERMS OF WEBSITE USE

- These terms of use (“**Terms of Use**”), together with the documents referred to herein, govern the use of our website and/ or any social network website we make available to you (“**our website(s)**”).
- Please read these Terms of Use carefully before making use of our website. We recommend that you print a copy of these Terms of Use for future reference.
- These Terms of Use also refer to our Privacy Policy which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us, which also apply to your use of our website.
- By using our website, you consent to such processing, and you warrant that all Personal Information provided by you is accurate.
- If you do not agree to these Terms of Use, we advise that you refrain from making use of our website.

Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit the risk or liability of HUGUENOT ESTATE, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify HUGUENOT ESTATE or is an acknowledgement of any fact by you.

2. INFORMATION ABOUT US

Website: Our website is owned and operated by Mikos Investments (Pty) Limited (“HUGUENOT ESTATE”, “we”, “us”, “our”).

Registration Number: 1957/001694/07

Address for purposes of our Products and Services: See location Maps (“**Premises**”).

3. CHANGES TO THESE TERMS

- We may change these Terms of Use at any time at any time, effective upon publication on our website.
- Please the Terms of Use periodically, as they are binding on you.

4. CHANGES TO OUR WEBSITE

- We may update and modify our website and its content, with no obligation to notify users.
- We may stop publishing our site at any time without notice and will not be responsible for any consequences.
- The Content on our website is provided for general information purposes only and that the Content may be out of date at any given time. Although we make reasonable efforts to update the information on our site, **we make no representations, warranties or guarantees, whether express or implied**, that the Content on our site is accurate, complete, free from errors or omissions or up-to-date.

5. ACCESSING OUR WEBSITE

- **Access to our website** is made available free of charge.
- **We do not guarantee** that our website, or any Content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis.
- **We may suspend, terminate, withdraw, discontinue, or change all or any part of our website (including, but not limited to the services/products/materials available) without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.**
- **You are responsible for making all arrangements necessary for you to have access to our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

6. RIGHTS GRANTED TO YOU

- Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use, on any device which you are the primary user.
- We may terminate this licence at any time for any reason.
- Any rights not expressly granted herein are reserved by us.

7. PROHIBITED USES

You may not use our website or Content:

- in any way that breaches any applicable local, national or international law or regulation (including intellectual property laws, privacy law and regulations governing the residential estate);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

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- in any way that encourages any illegal activity, including but not limited to promoting or facilitating access to, use of, or sale of illegal substances, services, information, or devices within the estate community or externally;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: Spam);
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website;
- to access or attempt to access, without authority, interfere with, damage, alter, corrupt or disrupt any data or part of our website or the equipment or network on which the website is stored; and/ or
- in any way to facilitate or assist any third party to do any of the above.

You may further not:

- remove any copyright, trademark or other proprietary notices from any portion of our website or from the Services available;
- reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website or the Services (or any part thereof) for commercial purposes without proper authorisation from estate management;
- decompile, reverse engineer or disassemble our website or the Services except as may be permitted by applicable law;
- cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/ or functionality of any aspect of our website;
- employ any automated processes, artificial intelligence (AI), or similar technologies that may access, interact, or disrupt the Services provided or display of the content on our website.
- frame our website or any part thereof;
- access or use our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorised content);
- transmit content that the user does not own or does not have the right to publish or distribute; or
- attempt to gain unauthorised access to or impair any aspect of our website, the management systems used by estate management or related systems.

E-mail addresses, names, telephone numbers and physical addresses published on our website may not be incorporated into any database/ AI database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no “opt-in” / permission from us to utilise same.

8. INTELLECTUAL PROPERTY RIGHTS

- We are the owner and/ or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out and photos), inventions, trademarks, trade names, tables and compilations of data which are created, invented and/ or developed, registered or unregistered) in our website and Content.
- Unless specifically stated in these Terms of Use, your use of the Website grants no rights to you in relation to our intellectual property rights (or the intellectual property rights of third parties).
- You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to use our Services and/or acquire any of the Products advertised on our website. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available. Any other use, distribution or reproduction of our Content is prohibited unless expressly authorised in these Terms of Use or by law.
- You must not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our website must always be acknowledged.
- **Third Party Content:** In addition to our Content, the Sites may contain information and materials provided to us by third parties (collectively, “Third Party Content”). Third Party Content is the copyrighted work of its owner, which expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.
- **Limited Site Content License:** Except as provided in par 6 above, we grant you the limited, revocable, non-transferable, non-exclusive right to use the Sites and the associated HUGUENOT ESTATE Content and Third Party Content (collectively, “Site Content”) by displaying the Site Content on your computer, and downloading and printing pages from the Site under the condition that (i) such activity is solely for your personal, education or other non-commercial use, use of our Services, (ii) you do not modify or prepare derivative works from the Site Content, (iii) you do not obscure, alter or remove any notice of copyright set forth on any Site pages or Site Content, (iv) you do not otherwise reproduce, re-distribute or publicly display any of the Site Content and (v) you do not copy any Site Content to any other media or other storage format.
- We reserve the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on our Website.
- Any enquiries regarding any of the above relating to intellectual property must be directed to HUGUENOT ESTATE via our Contact us -page.



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9. LIMITATION OF OUR LIABILITY

- WE PROVIDE OUR ESTATE WEBSITE, COMMUNITY PORTAL AND SERVICES TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE QUALITY, RELIABILITY, SUITABILITY, ACCURACY, CORRECTNESS OR AVAILABILITY OF OUR WEBSITE, ITS CONTENT OR ANY OF OUR SERVICES OR OTHER INFORMATION, OR THAT PROVIDED BY ANOTHER USER, THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU.
- WE, OUR OWNERS, SHAREHOLDERS, AFFILIATES, PARTNERS, DIRECTORS, EMPLOYEES AND/ OR AGENTS (WHERE APPLICABLE) SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM INFORMATION MADE AVAILABLE ON (OR BY MEANS OF) OUR WEBSITE, OTHER USERS THEREON, OR THE ACCESS OR USE OF OUR WEBSITE OR THE USE OF ANY OF OUR OR ANY THIRD PARTY PRODUCT OR SERVICES.
- YOU AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD US, AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, HARMLESS IMMEDIATELY ON DEMAND, FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ARISING OUT OF ANY BREACH OF THESE TERMS OF USE BY YOU, OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR PERSONAL INFORMATION.
- WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, LEGISLATION, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES (“FORCE MAJEURE”) AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.
- DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF PRODUCTS AND/ OR SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.

10. SECURITY

- Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. We take reasonable security measures to ensure the safety and integrity of our website and to exclude viruses, unlawful monitoring and/or access to our website. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- To provide adequate security to all our users, and to monitor activities prohibited under section 17 of the [Cybercrimes Act](#), you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example email, instant messaging or fax-to -email applications.
- It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website.
- Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

11. LINKING TO OUR WEBSITE

- You may link to our website or community portal from your website or other social media page, but only to the Homepage or page of your service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- We reserve the right to withdraw linking permission without notice to you.

12. CONTENT AND LINKS IN OUR WEBSITE

- Where our website contains links (hyperlinks, deep links, framing) to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party content. We do not endorse such third-party content and in no event shall we be responsible or liable for any information, material, products or services of such third-party providers. Any such links do not imply any endorsement, agreement on or support of the content or products of such target sites.
- We do not purport to own the content on the other websites which may be shown on our website. Should the owner of any content showcased on our website(s) want the content to be removed, please write to us by using the contact facility on our Contact us- page to request the removal of such content.
- Your access and use of the other websites remain solely at your own risk and on the terms set by the relevant third party.



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- Residents and visitors may submit content to the community portal (e.g., forum posts, event announcements). By submitting content, you confirm that it complies with the estate's guidelines and that you hold responsibility for ensuring it is appropriate. We reserve the right to remove any content that violates our terms or community standards.
- Social networks:** You agree that when accessing, using and/or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, LinkedIn, YouTube, Twitter, Instagram or any other facility made available by us from time to time), you will abide to the social networks Acceptable Use policies, Code of Conduct or terms and conditions or any other similar rules and guidelines made available by the particular social network.
- Further, you will:-
 - not use software to harvest information from the social media network page;
 - not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - only upload or submit material to the social network page which either you own or which you have the permission of the owner of that material to submit;
- You agree that you shall be solely responsible for all content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and you warrant and undertake that you own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that we may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.
- Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent by using our Contact us -page.

13. BREACH, SUSPENSION AND TERMINATION

- Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our website. When a breach occurs, we may take such action as we deem appropriate, provided that we give reasonable notice to you.
- We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- The obligations and liabilities of users incurred prior to the termination date of the Terms and/or use of the Services shall survive the termination of these Terms for all purposes.
- No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

14. APPLICABLE LAW AND JURISDICTION

- Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court of South Africa (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

15. CHANGE OF OWNERSHIP

- If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our website.

16. ELECTRONIC COMMUNICATION AND CONTACT

- Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- A Data Message is deemed to be **sent**:
 - By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
 - By you**, at the time when we confirm receipt thereof.
- A Data Message is deemed to be received:
 - By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
 - By you**, once it enters your information system.
- As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- Expression of Intent – use of our website:** For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to these Terms of Use.

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17. CONTACT US

- **Website functionality or any other recommendations:** Use the communication facility on our website.
- **Questions or queries about Services and related Services:** Contact us by way of our Contact us-page.
- **Complaints:** We kindly request that you contact us first should you have any complaints or any other issues. It is important to us that you are satisfied with your enquiry. You may use the contact information as per our Contact us-page. Please ask for a reference number if you speak to any of our representatives/consultants. We will of course reply to your complaint as soon as practically possible but wish to note that we stand under no legal obligation to resolve such complain.
- Legal Documentation or Notices (hopefully this will never be required):
 - Physical address: Clause 2 above;
 - Legal enquiry: please use our Contact us-page. If you have a legal enquiry, we will use the email address supplied by you on our communication facility to respond to your legal question. (subject: "LEGAL");
- If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- Any notice to you, or us, which is:
 - sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
 - delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
 - sent by a Data Message to the addressee shall be deemed to be received as per clause 16 above.
- Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

18. DEFINITIONS

- **Artificial Intelligence (AI) System or AI Systems** means a computer-based technology which is designed to perform tasks that typically require human intelligence. It encompasses a variety of techniques, such as machine learning and natural language processing, enabling the system to learn, adapt and make decisions autonomously.
- **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website;
- **Cybercrimes Act** means the [Cybercrimes Act](#) 19 of 2020;
- **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- **ECT Act** means the [Electronic Communications and Transactions Act](#) 25 of 2002;
- **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- **POPI Act** means the [Protection of Personal Information Act](#) of 2013;
- **Products** means the properties (and homes) as advertised on our website
- **Services** means the services as reflected on our website and promoted via other sites of ours; and
- **Users** mean users of our website (including you!).

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