

IN2ASSETS TERMS AND CONDITIONS OF USE

DEFINITIONS:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreements refers to In2assets Properties (Pty) Ltd, Unit 505, 41 Richefond Circle, Umhlanga.
- **Device** means any device that can access the service such as a computer, a cellphone or a digital tablet.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Generator.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **User** refers to any person who accesses our website.
- **Website** refers to In2Assets, accessible from www.in2assets.co.za
- **You** means the individual accessing or using the website, or the company, or other legal entity on behalf of which such individual is accessing or using the website, as applicable.

ACKNOWLEDGMENT:

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use Our Service after those revisions become effective, you agree to be bound by the revised terms.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

- By email: info@in2assets.com
- By visiting this page on our website: <https://www.in2assets.co.za/contact-us>
- By phone number: 031 574 7600

1. PURPOSE

This document sets out the terms and conditions of use for the website of www.in2assets.com hereinafter referred to as “the website” and all related applications and services. In2assets is owned by In2assets Properties (Pty) Ltd, Reg No: 2001/018431/07 “In2assets” Properties (Pty) Ltd. It sets out your rights and obligations in relation to your access to the above website, your use of the Website, any communications sent to you via the Website, or from or on behalf of the above portals, all information, products, software, services, features and materials contained on or offered in conjunction with the respective website.

By accessing the above website you accept without limitation the terms and conditions contained in this Agreement.

Our physical address: Unit 505, 5th Floor Strauss Daly Place, 41 Richefond Circle, Ridgeside, Umhlanga Ridge

Our postal address: P O Box 219 Umhlanga Rocks, 4320

2. USE OF THE WEBSITES

2.1. Anyone who accesses the Website by logging in, registering on, accessing or using the In2assets website is a “user” and agree to be bound by these terms and conditions of use. Users are free to contact us using the email addresses shown on the Website or any of the Contact Forms. As a user, you will be able to access material on all areas of the Website.

2.2. Online submission on any of the Contact Forms or other communication to us confirms your agreement to the provisions of this Agreement. Users acknowledge and understand our Privacy

Policy that forms part of this Agreement and governs the way we will use any information that is submitted to us.

2.3. The website may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions to which you are bound.

2.4. You acknowledge and understand herewith that all other contracts whereby In2assets transacts on their respective website and in particular acknowledge that you have read, understood and confirm your agreement to the standard In2assets agreements including but not limited to: -

2.4.1. These terms and conditions of use

2.4.3. Rules of Auction

2.4.4. Rules of Online Auction

2.4.5. Property Information Packs

2.4.5. Catalogues

2.5. You acknowledge herewith that the agreements referred to in 2.4 above to be regarded and incorporated hereto and read in conjunction with these terms and conditions of use

3. PROHIBITION OF USE

3.1. You may not use the website in order to transmit, distribute, store or destroy material:

- in violation of any applicable law or regulation;
- in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;
- that is defamatory, obscene, threatening, abusive or hateful.

3.2. You are prohibited in respect of the website:

- To use any robot, spider, other automatic device or manual process to monitor or copy any part of the website;
- To use any device, software or routine or the like to interfere or attempt to interfere with the proper working of the website.
- To take any action that imposes an unreasonable or disproportionately large load on the website infrastructure;
- To copy, reproduce, alter, modify, create derivative works, or publicly display any content from the website without In2assets prior written permission;
- To reverse assemble or otherwise attempt to discover any source code relating to the website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

· Attempt to access any area of the website to which access is not authorized and

3.3. You shall not: -

3.3.1. infringe any rights of third parties (including, but not limited to any intellectual property rights publicity rights or privacy rights which such third parties may have in their domestic jurisdictions);

3.3.2. violate any law, statute or other governmental or supra-governmental connection or regulation (including, without limitation, those regulations relating to export control, consumer protection, unfair competition, misleading advertisements, and to discrimination);

3.3.3. be defamatory, libellous, threatening or harassing;

3.3.4. be obscene, indecent, or contain pornography;

3.3.5. contain any virus or other computer programming routines, which are intended to damage, interfere with insert or extract data or personal information used on or by the Website.

3.3.6. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded to the Website

3.4. You undertake not to include in any posting, or otherwise disclose on or in connection with your use of the Website any confidential information or personal Information, as defined in our Privacy Policy, relating to third parties without their express written consent.

3.5. You acknowledge that in the course of utilising the Website and concluding transactions on it you may receive certain confidential information that has been provided by other users. You agree and undertake to keep such information confidential and not to disclose any part of such information to any third party, unless required to do so by law. Such information shall not be used for any purpose without the prior written consent of the user to whom such information is confidential.

3.6. If you provide personal information in your postings, you should be aware that this personal information would be public and available to any user unless you expressly tell us in writing not to publish your personal information. Always use caution when giving out any personally identifying information about yourself. Please read our Privacy Policy before you submit any personal information.

4. PRIVACY POLICY AND PERSONAL INFORMATION

4.1. You are asked to read our privacy policy, which forms part of this agreement and sets out the way in which we handle your personal data. While using this website, information about you may be either collected by us or provided by you. Such information will become the property of In2assets.

4.2. You agree that, by using the Website, you provide In2assets with certain personal information, including, without limitation, your name, company details, property searches, addresses, contact numbers, email addresses, advertisements, sales statistics, location information, valuations, prices and rentals ("Personal Information").

4.3. In2assets collect this information to compile the website, to provide you with information regarding our products, services, or events from time-to-time.

4.4. You may request that we cease sending you such information or request that your personal information be removed from our database or mailing list at any time.

4.5. We will not disclose any personal information to anyone except as provided for in this policy. We may need to disclose personal information to our employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations we will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.

4.6. We make use of first-party and third-party cookies, as well as web beacons and similar technologies to deliver measurement services and targeted advertising to visitors. Cookies may include Google Analytics cookies, a DoubleClick cookie, a Facebook Event Tracking cookie and Google Remarketing tags. No personal information is shared with any third party when providing these targeted services.

4.7.A “cookie” is a small data file that can be placed on your hard drive when you visit certain website to give you a unique identifier. Cookies make it easier for you to navigate our site.

4.9. For detail regarding the information Google collects and how it is used to deliver targeted advertising please visit <https://www.google.com/policies/privacy/ads/>

4.10. Protecting children’s privacy is especially important to us. It is our policy to comply with the Children’s online privacy protection Act of 1998 and all other applicable laws. We recommend that children ask a parent for permission before sending personal information to us online.

4.11. You explicitly consent to us using or disclosing the personal information in the following circumstances:

4.11.1. for communication purposes from time to time, provided that you may request to be removed from a communication system;

4.11.2. for statistical and data analysis purposes;

4.11.3. to improve the Website, to improve and develop new products, features and services;

4.11.4. in the ordinary course of our business and for promotions and marketing;

4.11.5. for use by our business partners for commercial or marketing purposes or finance or insurance related services, consent for which is given by you utilising our sites;

4.11.6. if it is required by law or by a court to do so, we believe that this is necessary to prevent or lessen any unlawful or harmful actions.

4.12. In terms of the Protection of Personal Information Act, 2013, a person about which personal Information is collected has the right:

4.12.1. of access to and the right to rectify the personal information collected;

4.12.2. to object to the processing of personal Information;

4.12.3. to lodge a complaint to the Information Regulator whose details may be obtained from us.

5. DISCLAIMER

5.1. Whilst all reasonable care has been taken to provide accurate information, neither In2assets Properties (Pty) Ltd nor the Seller/s guarantee the correctness of the information, provided herein and neither will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information provided, whether due to the negligence or otherwise of In2assets Properties (Pty) Ltd or the Sellers or any other person. The Consumer Protection Regulations as well as our contracts, mandate form, etc can be viewed at www.In2assets.com or at Unit 505, 5th Floor, Strauss Daly Place, 41 Richefond Circle, Ridgeside Office Park, Umhlanga Ridge.

5.2. Whilst we have taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether expressed or implied, is given that the website will operate error-free or that any files, downloads or applications available via the website is free of viruses, trojans, bombs, time-locks or any other data, code or harmful mechanisms which has the ability to corrupt or affect the operation of your system.

5.3. In no event shall we, and/or any third party contributors of material to the website be liable for any costs, expenses, losses and damages of any nature (whether direct, indirect, punitive, incidental, special or consequential) arising out of or in any way connected with your use of the website, your inability to use the website and/or the operational failure of the website, and whether or not such costs, expenses, losses and damages are based on contract, delict, strict liability or otherwise.

5.4. Insofar as the website contain links to any other internet website, you acknowledge and agree that we do not have control over any such website and we shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website.

5.5. You agree to pay, indemnify, and hold In2assets (and its directors, officers, employees and agents) harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to:

5.5.1. Any third-party claim, action or allegation of infringement, misappropriation, or violation of copyright, trademark or other proprietary rights of any third party based on any content (including but not limited to your postings) submitted by you;

5.5.2. any breach of this Agreement by you;

5.5.3. any third-party claim action or allegation brought against us arising out of in relation to a dispute between users or in relation to your use or misuse of the Website; and/or

5.6. Your use of the Website and any services offered on or in connection with your use of the Website is at your sole risk. Services provided through the Website is provided on an "as is" and "as available" basis. We to the fullest extent permitted by law disclaim all warranties, including but not limited to warranties of title, fitness for a particular purpose, merchantability and non-infringement

of proprietary or third-party rights. We make no warranties about the accuracy reliability, completeness or accuracy of the material, services, software, text, graphics, and links.

5.7. We make no warranty that:

5.7.1. the service will meet your requirements;

5.7.2. the service will be uninterrupted, timely, secure or error free; or

5.7.3. the quality of any services information or other material obtained by you through your use of the Website will meet your expectations.

5.8. Your use of the Website and services offered in connection with the Website is at your own risk. If you are dissatisfied with any part of the Website offered through the Website or with this Agreement or any other rules or policies your sole remedy is to discontinue use of the Website.

5.9. You warrant that the content, form and design of the advertisements and other information provided by you to In2assets does not, and will not, infringe any intellectual property rights of any other person. You indemnify In2assets and holds it harmless against any claim made against it as a result of this warranty not being true or any other breach of these terms and conditions of use.

6. SEVERABILITY

6.1. These Terms & Conditions constitute the entire agreement between In2assets and you. Any failure by us to exercise or enforce any right or provision of these Terms & Conditions shall in no way constitute a waiver of such right or provision.

6.2. In the event that any term or condition is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

7. EMAIL DISCLAIMER

All email communication together with any attachments transmitted with it is intended only for the use of the addressee and may contain information which is privileged and confidential. If the reader of any E-Mail sent by us is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient you are hereby notified that any use, dissemination, forwarding, printing or copying of such E-Mail is strictly prohibited. Addressees should check all our E-mails for viruses. The Company makes no representations as regards the absence of viruses in any of our E-Mails. If you have received an E-Mail in error please notify the sender immediately. Please then immediately delete, erase or otherwise destroy such E-Mail and any copies of it. Any opinions expressed in any E-Mail are those of the author and do not necessarily constitute the views of the Company. Nothing in such E-Mail shall bind the Company in any contract or obligation.

8. DISPUTES

All disputes in terms of this agreement or relating to the use or inability to use this web site shall be settled by arbitration conducted in English in terms of the rules of the South African Arbitration Foundation. Such arbitration shall be held in Durban, and the unsuccessful party shall pay all costs incurred by the successful party in attending and preparing for such arbitration.

9. PERMISSION TO USE

9.1. I hereby agree and hereby grant In2assets a perpetual royalty free, fully paid – up license directly (or indirectly through our Agents or Distributors) to use, distribute, sub –licence, display, perform, modify, lease and market, reproduce, copy and re-publish all my submissions of information, photo's, descriptions and any other information in any form or format via such media, as I in my sole discretion may deem fit.

9.2. I hereby agree and grant In2assets either directly or indirectly through their Agents to use my personal information and including financial income and expenses for purposes of loan / finance applications that may be submitted on my behalf.

10. COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

10.1. All content, trademarks and data on the In2assets website, including but not limited to, software, databases, agreements, videos, text, graphics, photographs, icons, hyperlinks, private information, trademarks, logo's, website source codes, designs and any modifications and or upgrades are the property of or licensed to the website.

10.2. Users of these website is not granted a licence or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

10.3. Any clients and users must not reverse engine or attempt to copy the In2assets website in any way. Any client or user may not use any automatic device or manual process to monitor or copy any part of these website.

11. CONFIDENTIALITY

Each Client and User undertakes to:

11.1. keep confidential all information, whether written or oral, concerning the business and affairs of In2assets and of each other whether obtained from that party or any third party (“the Information”);

11.2. not disclose the information to any person other than its employees, agents and/or consultants involved in the implementation of this agreement, without that party's prior written consent;

11.3. use the information solely in connection with the implementation of this agreement and not for its own benefit or that of any third party; and

11.4. keep confidential the terms and conditions of this agreement.

11.5. The provisions of this clause do not apply to any Information which is:

11.5.1. independently developed by the recipient;

11.5.2. publicly available without breach of this agreement; or

11.5.3. released for disclosure by the disclosing party with its written consent.

12. SUB CONTRACTING

12.1. In2assets may cede or assign any of its rights or obligations in terms of this agreement or sub-contract any of its obligations in terms of this agreement without requiring the prior consent of the Client/User.

12.2. The Client/User may not cede or assign any of its rights or obligations in terms of this agreement without In2assets prior written consent.

13. APPLICABLE LAW

The In2assets website is hosted controlled and managed in the Republic of South Africa, and thus, South African Law and jurisdiction govern the use or inability to use this website or any other matter related to this.

14. VARIATIONS

We may at our discretion, vary or amend from time to time this agreement. All such amendments or variations will be effective immediately upon posting of such amended or varied document or information on the In2assets website or once such amendment or variation is otherwise notified to you. The amendment or variation shall apply to your use of the website and to any services offered to you upon such posting or notification.

15. TERMINATION OF THIS AGREEMENT

15.1. We reserve the right to terminate this Agreement forthwith if you are or appear to be in breach of any of the provisions of this Agreement, including the provision of false registration details or other misuse of the services offered through this Website.

15.2. Either party may terminate this Agreement with or without cause by providing 30 days advance written notice to the other