

**USER AGREEMENT:  
TERMS AND CONDITIONS OF USE OF WWW.LIGHTSTONE.CO.ZA  
entered in favour of  
LIGHTSTONE PROPERTY (PROPRIETARY) LIMITED**

**1. Terms**

- 1.1. This document sets out the Lightstone Property (Proprietary) Limited (“**Lightstone**”) terms and conditions (“**Terms**”) pertaining to the access of and use of the services and functions provided on this website: [www.lightstone.co.za](http://www.lightstone.co.za) (“**Site**”)
- 1.2. Should you (“**you**” and/or “**user**”: which shall mean any person that accesses the Site) disagree with any of the Terms, you must refrain from accessing the Site and/or using Lightstone’s services.
- 1.3. Lightstone reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Site. Each time a user accesses the Site and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Lightstone from time to time.
- 1.4. In the event of a dispute as to the content of the Terms at any time, a certificate signed by the administrator responsible for maintaining the Site shall be *prima facie* proof of the date of publication and content of the current version and all previous versions of the Terms.

**2. Services**

- 2.1. The user may, subject to these Terms and any further agreement and/or terms and conditions regulating the relationship between the user and Lightstone, access proprietary information made available by Lightstone on the Site, from time to time, which information may include any one or more of the following:
  - 2.1.1. Automated Property Valuation Reports;
  - 2.1.2. Suburb Reports;
  - 2.1.3. Demographic Reports;
  - 2.1.4. Various risk and Marketing Metrics;
  - 2.1.5. House Price Indices;
  - 2.1.6. Proprietary Research Articles,and any other reports or information as may be made available by Lightstone on the Site, from time to time.
- 2.2. Lightstone also makes available various Value Add Reports from time to time which are only available to subscriber users, including but not limited to:
  - 2.2.1. CIPC searches;
  - 2.2.2. Live Deeds searches;

- 2.2.3. Deeds document copies;
  - 2.2.4. Surveyor General reports;
  - 2.2.5. EzContact;
  - 2.2.6. EzScore;
  - 2.2.7. Schemes in Suburb report
  - 2.2.8. Property Risk report
- 2.3. 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, and which is regularly modified and improved.
- 2.4. In addition to Lightstone’s proprietary information made available on the Site, Lightstone may from time to time permit the user to access information that has been made available by third parties. While such information may not constitute Lightstone’s proprietary information, the information is nevertheless subject to and protected by the terms and conditions as contained in these Terms.

### 3. Limited Licence and Usage Fees

- 3.1. Subject to any further terms and conditions that may be imposed from time to time, and in return for payment of the fees described below, Lightstone hereby grants to the user, subject to these Terms, a personal, non-exclusive, non-transferable, limited and revocable right to access, display, use and download content from the Site. The user may only exercise this right for personal, non-commercial and information purposes.

### 4. Payment Options, Pricing, Conversion from Ordinary User to Subscription User

- 4.1. A user who accesses and utilises the Site shall pay Lightstone the set fee(s) applicable for the products and/or services selected by that user as posted on the Site at the time of the transaction. If paying by credit card, the user hereby:
- 4.1.1. irrevocably authorises Lightstone to deduct the set fee from the credit card account submitted by the user to Lightstone; and
  - 4.1.2. warrants that the credit card account submitted by it is that of the user and/or that the user has the authority to utilise the credit card in respect of the credit card account and for the purposes of making payment of the set fee.
- 4.2. A user who chooses to utilise the Site on an ongoing basis (“**subscription user**” and/or “**subscriber**”) shall pay Lightstone the set fee(s) applicable for the products and/or services selected by that user to form part of the subscription, as posted on the Site at the time of commencing the subscription, subject to clause 4.2.11 below. The user shall pay the set fee(s) to Lightstone for the usage term agreed in a usage agreement, which the user shall conclude in writing with Lightstone. In the event of a conflict between these Terms and the usage agreement,

the terms of the usage agreement shall prevail. The subscription user hereby irrevocably authorises Lightstone to effect and present a debit order to its banker for the monthly licence fee and, in authorising this debit order, the following terms and conditions are agreed:

- 4.2.1. The Terms shall be deemed to have been incorporated into the Debit Order Authorisation Form, which the subscriber must complete at the commencement of the subscription. In the event of a conflict between these Terms and the Debit Order Authorisation, the Debit Order Authorisation shall prevail.
- 4.2.2. These Terms and the completed Debit Order Authorisation Form (collectively, the "**Agreement**") shall constitute the whole agreement between Lightstone and the subscription user.
- 4.2.3. All withdrawals from the bank account (as initiated and authorised through the Debit Order Authorisation) by Lightstone shall be treated as though they have been signed by the subscriber personally. The subscriber understands that the withdrawals will be processed electronically and also understands that details of each withdrawal will be printed on the subscriber's bank statement or on an accompanying voucher.
- 4.2.4. The subscription user agrees to pay Lightstone the monthly subscription fee as indicated in the Debit Order Authorisation Form each month of the subscription period, together with the transactional usage fee for the preceding month, both VAT inclusive, (collectively, the "**Monthly Amount**") by means of a debit order in favour of Lightstone. The debit order shall commence in the calendar month immediately following completion of the Debit Order Authorisation Form and shall be processed in the first week of each calendar month of the subscription period. The Agreement between the subscription user and Lightstone shall endure for the period selected by the subscription user when concluding the Agreement ("**Initial Period**"), provided that a subscription user is required to be active for the remainder of the month that they have signed up for or in respect of which they have reactivated their subscription, and are required to supply Lightstone with the standard full calendar month's notice of termination. Subscriptions are therefore effective for at least two months and clients will be debited accordingly.
- 4.2.5. The subscription user is required to honour the monthly debit order that Lightstone will present in the first week of each calendar month (in respect of the subscription user's previous month's usage). Should the debit order be refused for any reason whatsoever, Lightstone will run a second debit order in the third week of that month. Should that debit order also be unsuccessful, the subscription user will be deactivated until full payment is received.
- 4.2.6. Where a subscription user's debit order is refused during two consecutive months, the subscription user's subscription will be deactivated and will only be reactivated upon payment of a R100,00 (one hundred rand) processing admin fee (together with any arrears amounts owing).
- 4.2.7. Where a subscriber has cancelled their subscription for the December and January months, and re-subscribes in February, they will incur a processing/admin fee of R100,00 (one hundred rand) payable in March billing.

- 4.2.8. Lightstone offers training as part of its service, however if additional training is required after the first training session, Lightstone upon its discretion will charge a fee of R250,00 (two hundred and fifty rand) per additional training session.
- 4.2.9. A subscription user will be permanently deactivated and removed from the Lightstone subscriber list where:
- 4.2.9.1. A subscription user's debit order is refused, for any reason whatsoever, on a third consecutive month (following the circumstances in clause 4.2.6 above); or
- 4.2.9.2. A subscription user's debit order is refused, for any reason whatsoever, three times in any six-month period.
- 4.2.10. Where a subscription user makes a payment via electronic fund transfer (EFT) in circumstances where the subscription user is required to make such payment via debit order, the EFT will be subject to an administration fee as determined by Lightstone from time to time, currently R100-00 (hundred rand).
- 4.2.11. Should the Consumer Protection Act 38 of 2008 ("**CPA**") not apply to these Terms and Conditions, on expiry of the Initial period or any subsequent period, this Agreement will automatically renew for a period equal to the Initial Period and at the applicable monthly subscription fee in force at the time for new subscribers (i.e. subject to any escalation that may have been introduced subsequent to conclusion of the Initial Period or any subsequent period). Whilst the Agreement remains in force, the subscriber shall continue to pay the Monthly Amount, subject to any escalation as aforementioned.
- 4.2.12. Should the CPA apply to this Agreement, prior to the expiry of the Initial Period, Lightstone shall notify the subscriber of the pending expiry of the Agreement and that on the expiry of the Agreement, it will be automatically continued on a month-to-month basis at the applicable monthly subscription fee in force each month for new subscribers (i.e. subject to any escalations). The subscriber may direct Lightstone to terminate the Agreement on the expiry date or renew the Agreement for a further fixed term.
- 4.2.13. The subscriber will be liable for any transaction fees incurred for the processing of any transactions linked to the subscriber's usage of the products and services through the Site, and the debit order payments in respect thereof, which includes any rejection, submission and resubmission fees.
- 4.2.14. The subscriber must, in writing, advise Lightstone of any change of address, account details or change in ownership of the company and or its director/members where the subscription user is a legal entity. If no change is noted, then all deliveries to the subscriber's previous address as captured by Lightstone, will be deemed to have been accepted and charged for as per the subscription.
- 4.3. Where a user does not normally do business in South African Rands, the exchange rate applicable to any amount due by the user to Lightstone shall be the exchange rate between those two currencies on the date on which the amount becomes due.
- 4.4. Lightstone shall not be obliged to refund a user's fee(s) for any reason whatsoever.

- 4.5. Lightstone reserves the right to change and amend the prices and rates quoted on this Site at any time and from time to time without notice.

## **5. Delivery policy**

- 5.1. All of the Lightstone products and services available via the Site are delivered online in HTML format and can be exported to PDF format for storage, printing and e-mailing purposes.

## **6. Registering, Access to Site, Password, Username and Privacy**

- 6.1. Prior to making use of the services available on the Site, you are required to provide Lightstone with personal information which may include without limitation, your name, email address, physical address and age. The user must ensure that all the details provided are true and correct. Lightstone shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. Lightstone assures its users that it respects your privacy and is committed to safeguarding your privacy online. Lightstone shall take all reasonable steps to protect the personal information of users and is committed to acting in accordance with legislative and regulatory requirements at all times.
- 6.2. Once you have registered, you shall be provided with a username and password, as allocated to you by Lightstone. Such username and password shall be used to access the various protected areas of the Site, which are exclusive to the users of Lightstone. By accessing the Site, you warrant and represent to Lightstone that you are legally entitled to use the services. Any person below the age of 18 (eighteen) years may not use the services and must be assisted by their legal guardian when reading and entering into these Terms.
- 6.3. On registering as a user, you agree and warrant that your username and password shall be used for your personal use only and shall not be disclosed to any third party. You shall accordingly assume full responsibility for all activities on the Site undertaken through use of your username and password, which includes all costs associated with your account and all reports (including Value Add Reports) drawn through your account. In the event of any third party acquiring or having unauthorised use of your username or password, you shall notify Lightstone immediately. You shall thereafter refrain from making use of the Site's services until such time that a new username and password has been allocated to you by Lightstone.
- 6.4. While registering for and/or using the Site, information about you may be either collected by us or provided by you, such as without limitation your name and surname, birth date, gender, country of residence, closest city, address, non-personal browsing habits and click patterns, email address and IP address. Lightstone may use this information to greet you when you log into the Site, inform you of facts relating to your access and use of the Site, provide you with periodic information regarding our products and services and/or competitions and special offers from Lightstone, its partners or affiliates, and to compile non-personal statistical information about browsing habits, click-patterns and access to the Site. This information is collected either electronically by using cookies or is provided voluntarily by the user. Users may determine cookie use independently through their browser settings and further, users may elect not to receive any communications from Lightstone, its partners or affiliates.
- 6.5. You may request that Lightstone cease sending you any information or request that your personal information be removed from our database or mailing list at any time by emailing [info@lightstone.co.za](mailto:info@lightstone.co.za). You may also update, correct or confirm your personal information by

emailing this email address. Further, you may view your personal information that we hold, and correct it if necessary, on written request to Lightstone at any time.

- 6.6. Additionally, you may request access to any of your personal information that is held by Lightstone. The Promotion of Access to Information Act and the Electronic Communications and Transactions Act (“ECT Act”) regulate how such a request should be made and under what circumstances such access may be refused.
- 6.7. Lightstone owns and retains all rights to non-personal statistical information collected and compiled by Lightstone.
- 6.8. Lightstone may collect, maintain, save, compile, share, disclose any information collected from users, subject to the following provisions:
  - 6.8.1. Lightstone shall not disclose any personal information to anyone except as provided for in these Terms;
  - 6.8.2. Lightstone may compile, use and share any information that does not relate to any specific individual;
  - 6.8.3. Lightstone may disclose personal information to Lightstone employees or agents who require such information to carry out their duties;
  - 6.8.4. Lightstone shall disclose personal information where the law requires it to disclose such personal information.

In all other situations, except in the case of the sale of Lightstone or its associated services or website(s), Lightstone shall not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.

- 6.9. Lightstone reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the terms and conditions of this policy at any time. Such amendments shall supersede and replace any previous terms and conditions of this privacy policy and shall be made available on the Site. Each time a user accesses the Site and/or uses the services, the user shall be deemed to have consented to the terms and conditions of this privacy policy, as amended and/or replaced by Lightstone from time to time.
- 6.10. The Admin User for each Subscriber has been assigned the rights to effect changes on behalf of a Subscriber which will include the right to activate Value Add reports, add or remove users and update the Subscription Contract. Lightstone will not be held responsible or liable for any changes made by the Admin User on each Subscription account.

## **7. Disclaimer**

- 7.1. It is expressly recorded and agreed that any service available on this Site, or information gathered from this Site, is not intended to constitute legal, financial, accounting, tax, investment, consulting or other professional advice or service. Before making any such decision, please ensure that you seek advice from a qualified professional advisor.

## 8. Content of the Site

- 8.1. Lightstone reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Site and any information or content on the Site.
- 8.2. Lightstone reserves the right to change and amend the prices and rates quoted on this Site at any time and from time to time without notice.
- 8.3. Lightstone may use the services of other organisations to provide information on the Site. Lightstone has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided “as is” and that Lightstone and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise. **In particular, information provided through EzContact has been obtained from P:Cubed, while Lightstone will assist users where possible, ultimately any queries and requests relating to such information should be addressed directly to p:cubed.**
- 8.4. Lightstone makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Site, including without limitation:
  - 8.4.1. Lightstone does not warrant that the Site or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Lightstone expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
  - 8.4.2. Whilst Lightstone has taken reasonable measures to ensure the integrity of this Site and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Site are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system; and
  - 8.4.3. Lightstone disclaims any responsibility for the verification of any claims. Information published on this Site may be done so in the format in which Lightstone receives it and statements from external parties are accepted as fact.

## 9. Linked Third Party Website and Third Party Content

- 9.1. Lightstone may provide links to third party sites on the Site. These links are provided to the user for convenience purposes only and Lightstone does not endorse, nor does the inclusion of any link imply Lightstone’s endorsement of, such sites, their owners, licensees or administrators or such sites’ content or security practices and operations.
- 9.2. While Lightstone tries to provide links only to reputable sites or online partners, Lightstone cannot accept responsibility or liability for the information provided on other sites. Linked websites or pages are not under, nor subject to, the control of Lightstone. Lightstone is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Site.

- 9.3. You agree that Lightstone shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access to any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Site. Any dealings you have with any linked websites, including advertisers, found on the Site are solely between you and the third party site.

## 10. Linking and Framing

- 10.1. Without the prior written approval of Lightstone (which approval, or conditional approval, may be withheld in Lightstone's sole discretion), no user may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively "linking"), to this Site or any subsidiary pages.
- 10.2. An application for linking must be submitted to Lightstone at [info@lightstone.co.za](mailto:info@lightstone.co.za). Lightstone shall take reasonable steps to respond and enter into further discussions with the user regarding the application. If no written response is received from Lightstone within 7 (seven) days, the request shall be deemed to be rejected.

## 11. Usage Restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 11.1. 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 the Site for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 11.2. decompile, disassemble or reverse engineer any portion of the Site;
- 11.3. collect service listings, descriptions or other information displayed on the Site;
- 11.4. write and/or develop any derivative of the Site or any other software program based on the Site;
- 11.5. modify or enhance the Site. In the event of a user effecting any modifications or enhancements to the Site in breach of this clause, such modifications and enhancements shall be the property of Lightstone;
- 11.6. without Lightstone's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Site by persons other than the user;
- 11.7. remove any identification, trademark, copyright or other notices from the Site; and
- 11.8. notwithstanding anything contained to the contrary in these Terms, use the Site for any purpose other than the interpretation of information contained in the Site for personal, non-commercial and information purposes only.



## 12. Security

- 12.1. In order to ensure the security and reliable operation of the services to all Lightstone users, Lightstone hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 12.2. You may not utilise the services and/or Site in any manner which may compromise the security of Lightstone's networks or tamper with the services or the Site in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Site, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Site, 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, civil damages shall be claimed by Lightstone against the user.
- 12.3. Any user who commits any of the offences detailed in Chapter 13 of the ECT Act (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Lightstone and its affiliates, agents and/or partners.

## 13. Credit Card Security

- 13.1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the Site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
- 13.2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
- 13.3. The Merchant does not have access to credit details.
- 13.4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

## 14. Intellectual Property Rights

- 14.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
  - 14.1.1. "**copyright**" means whether existing now or in the future, in and to, the software including without limitation, designs and documentation relating thereto;
  - 14.1.2. "**intellectual property rights**" means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Lightstone, including without limitation, Lightstone's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright relating to the software, whether registered or not.

- 14.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, private information, designs, agreements, and multimedia works, published on or via the Site, are the property of, or are licensed to, Lightstone and as such are protected from infringement by local and international legislation and treaties.
- 14.3. All rights not expressly granted are reserved. The copyright in all content, information and logos vesting in the Site shall continue to vest in Lightstone and no right, title or interest in any proprietary material or information contained in this Site is granted to you.
- 14.4. Except with Lightstone's express written permission, no logo, graphic, sound or image from this Site may be copied or retransmitted.
- 14.5. Irrespective of the existence of copyright, the user acknowledges that Lightstone is the proprietor of all material on the Site (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 14.6. Lightstone authorises you only to view, copy, temporarily download to a local drive and to print the content of this Site, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **15. RISK, LIMITATION OF LIABILITY AND INDEMNITY**

- 15.1. The user's use of this site and the information contained on the site is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 15.2. The transmission of information via the internet, including without limitation email, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Lightstone be liable for any loss, harm, or damage suffered by the user as a result thereof. Lightstone reserves the right to request independent verification of any information transmitted via email and the user consents to such verification should Lightstone deem it necessary.
- 15.3. To the extent permissible by law:
  - 15.3.1. Neither Lightstone, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the site or any functionality thereof, or the information contained on the site, or of any linked website, even if Lightstone knows or should reasonably have known or is expressly advised thereof.
  - 15.3.2. The liability of Lightstone for faulty execution of the site as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the site shall be limited to Lightstone rectifying the malfunction, within a reasonable time and free of charge, provided that Lightstone is notified immediately of the damage or faulty execution of the site. This liability shall fall away and be expressly excluded if the user attempts to

correct or allows third parties to correct or attempt to correct the site without the prior written approval of Lightstone. However in no event shall Lightstone be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the site or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

15.3.3. You hereby unconditionally and irrevocably indemnify Lightstone and agree to hold Lightstone free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Lightstone or instituted against Lightstone as a direct or indirect result of:

15.3.3.1. Your use of the service;

15.3.3.2. Software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Lightstone;

15.3.3.3. Your failure to comply with any of the terms or any other requirements which Lightstone may impose from time to time;

15.3.3.4. The actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

15.3.3.5. Any unavailability of, or interruption in, the service which is beyond the control of Lightstone.

15.4. Any information provided by either party to the other party shall in no way be construed as that party's opinion on the solvency, financial standing, integrity or motives of the parties reported upon, but merely reflects an analysis of certain information compiled by that party from various sources, including the records of the courts of the republic of South Africa.

15.5. Lightstone makes no warranty or representation as to the availability, accuracy or completeness of the content of the site. You expressly waive and renounce all your rights of whatever nature that you may have against Lightstone for any loss suffered by you, as a result of information supplied by Lightstone being incorrect, incomplete or inaccurate.

15.6. Both parties acknowledge that the information supplied by the other party is published/made available for information purposes only and that any action taken by either party pursuant to that information is taken at the sole risk of the receiving party.

## **16. Confidentiality**

16.1. By subscribing as a Lightstone user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the services. You shall notify Lightstone should you discover any loss or unauthorised disclosure of the information.

16.2. Any information or material sent to Lightstone will be deemed not to be confidential, unless otherwise agreed in writing by the user and Lightstone.

## **17. Termination of Lightstone User account**

- 17.1. A user may terminate his / her Lightstone user account at any time, provided that a subscription user is still subject to the payment obligations contemplated in clause 4.2.4 above.
- 17.2. You must ensure that you log into your user account at least once every 6 (six) months. If you do not log in over the course of that period, it shall be assumed that the user account is no longer active and Lightstone reserves the right to deactivate the users account.

## **18. Breach; Cancellation by Lightstone**

- 18.1. Lightstone is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, cancel a user's Lightstone account and/or licence, limit or deny such user use of the Site and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Lightstone's right to claim damages, should any user:
  - 18.1.1. breach any of these Terms;
  - 18.1.2. in the sole discretion of Lightstone, use the Site in an unauthorised manner; or
  - 18.1.3. infringe any statute, regulation, ordinance or law.
- 18.2. Breach of these Terms entitles Lightstone to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Lightstone on an attorney and own client scale.

## **19. Compliance with Section 43(1) of ECT Act**

In compliance with section 43(1) of the ECT Act, the following is noted:

- 19.1. Full name: Lightstone (Proprietary) Limited
- 19.2. Registration number: 2003/029525/07
- 19.3. Physical address: Stratford House, The Braes  
193 Bryanston Drive  
Bryanston  
2191
- 19.4. Fax number: +27 (11) 244 8416
- 19.5. Telephone number: +27 (11) 244 8400
- 19.6. Website address: [www.lightstoneproperty.co.za](http://www.lightstoneproperty.co.za)
- 19.7. e-mail address: [info@lightstone.co.za](mailto:info@lightstone.co.za)
- 19.8. Names of office bearers: Gavin Rimmer  
John Gareth Williams  
Andrew William Watt
- 19.9. Registered at: Pretoria

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

## 20. General Compliance with Laws

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of the services and the accessing of this Site.

## 21. Notices

Except as explicitly stated otherwise, any notices shall be given by email to **info@lightstone.co.za** (in the case of Lightstone) or to the email address you provide to Lightstone during the registration process (in your case), or such other address as the party shall specify. Notice shall be deemed given 48 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Lightstone may give you notice by registered mail, postage prepaid and return receipt requested, to the address provided to Lightstone during the registration process. In such case, notice shall be deemed given 7 days after the date of mailing. The user of this Site acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address/es for that purpose.

## 22. Disputes

- 22.1. Save in respect of those provisions of these Terms which provide for their own remedies or which would be incompatible with arbitration, in the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of these Terms (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), shall be submitted to and decided by arbitration to be held with only the parties and their representatives present at Sandton, Gauteng, Republic of South Africa.
- 22.2. It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) days after it has been demanded. The parties shall use their best endeavours to procure the expeditious completion of the arbitration.
- 22.3. Save as expressly provided in these Terms to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in the Republic of South Africa.
- 22.4. The arbitrator shall be an impartial practising attorney of not less than 10 (ten) years' standing appointed by the parties or, failing agreement by the parties within 14 (fourteen) days after the arbitration has been demanded, at the request of either of the parties shall be nominated by the President for the time being of the Law Society of the Northern Provinces (or the successor body thereto). If that person fails or refuses to make the nomination, either party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.
- 22.5. The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
- 22.6. The arbitrator shall be obliged to give his award in writing fully supported by reasons.

- 22.7. The provisions of this clause are severable from the rest of these Terms and shall remain in effect even if these Terms are terminated for any reason.
- 22.8. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 22.9. Each party shall pay their own arbitration costs, which they incur with their own legal advisors in respect of the negotiations, preparation for and conclusion of the arbitration proceedings. Any joint costs, such as those of the arbitrator, shall be born jointly and equally by the parties.

### **23. General Clauses**

- 23.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed entirely within South Africa.
- 23.2. This Site is controlled, operated and administered by Lightstone from its offices within the Republic of South Africa. Lightstone makes no representation that the content of the Site is appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the content of the Site is illegal is prohibited. Users may not use this Site in violation of South African export laws and regulations. If the user accesses this Site from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 23.3. Lightstone does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Site may be interfered with as a result of a number of factors which are outside of our control.
- 23.4. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced.
- 23.5. Lightstone's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 23.6. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Lightstone.
- 23.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 23.8. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.
- 23.9. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 23.10. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 23.11. When any number of days is prescribed in these Terms, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday

as officially proclaimed in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

23.12. The expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they shall operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

23.13. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

23.14. Expressions defined in these Terms shall bear the same meanings in schedules or annexures to these Terms which do not themselves contain their own conflicting definitions.

23.15. These Terms set forth the entire understanding and agreement between Lightstone and you with respect to the subject matter hereof.