



## TERMS AND CONDITIONS OF USE

Last amended: July 2016

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The terms and conditions of this Agreement govern your use of MDA Property Manager© and the Website. They are binding and enforceable against all persons that access MDA Property Manager© and the Website or any part thereof in terms of section 11(3) of the ECT Act of the Republic of South Africa.

If you do not agree to the terms and conditions of this Agreement, you must stop using MDA Property Manager© and the Website now, as further use will automatically bind you to this Agreement. If at any time you do not accept this Agreement in full, you are not permitted to use MDA Property Manager© or the Website or any part thereof.

If you access MDA Property Manager© and / or the Website via a third party MDA Client, then you will be bound to terms of such third party MDA Client and to this Agreement. On termination of any contract with such third party MDA Client, should you continue to use MDA Property Manager© and / or the Website, then you will be bound to the whole of this Agreement, which is then applicable.

We may at any time amend this Agreement without notice. You are responsible for reviewing this Agreement on each occasion that you revisit MDA Property Manager© and the Website and, if you continue to use MDA Property Manager© and the Website after changes are made, you are deemed to have accepted the amended Agreement.

### Parties

This Agreement is concluded by:

MDA Property Systems (Pty) Ltd (Registration Number 1998/024249/07, VAT number 4320178843) whose registered office is at Albion Springs, 183 Main Road, Rondebosch, 7700, Cape Town, South Africa or Affiliate ("MDA", "we", "us" or "our") and you, the person, business entity or sole trader, authorised to use or provide MDA Property Manager© or the Website and shall to the extent relevant, include any of your employees or subscribers using MDA Property Manager© or the Website ("MDA Client", "MDA Client Subscriber", "you" or "your").

### Authority to Act

If you are registering to access and use MDA Property Manager© for the first time in the capacity of an employee or contractor of a separate corporate entity, partnership or similar business entity, you must have the authority of that business entity to:

- Use MDA Property Manager© and the Website for that entity's business; and
- Accept this Agreement on behalf of that entity.

Accordingly, you confirm and warrant to MDA that:

- You are authorised to accept this Agreement on behalf of the business entity which you represent;
- This Agreement governs the use by you and / or your business of MDA Property Manager© and the Website;
- You, and the business entity which you represent together with its employees, will comply with all the terms of this Agreement.

You and MDA agree as follows:

### 1. Definitions

The following capitalised words shall have the following meanings:

- 1.1 **"Agreement"** means these terms and conditions of use, as published and amended from time to time on the Website;



- 1.2 **"Affiliate"** means, in relation to a legal entity, any person which Controls that entity, is under that entity's Control or is Controlled by the same person who Controls that entity, where "Control" means possessing, directly or indirectly, the ability to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and "Controlled" shall have a corresponding meaning;
- 1.3 **"Access Fees"** means the fees payable by you in accordance with the fee schedule set out on the Website (which MDA may change from time to time) or as otherwise agreed;
- 1.4 **"Company Data"** means any financial data inputted by an MDA Client or MDA Client Subscriber (defined in section 1.9 and 1.10) into MDA Property Manager®;
- 1.5 **"Confidential Information"** includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including on MDA Property Manager® and the Website, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party or is independently developed or received without access to the MDA Client Subscriber;
- 1.6 **"Contractors"** means any third parties appointed by MDA to perform our obligations on our behalf in respect of this Agreement;
- 1.7 **"ECT Act"** means the Electronic Communications and Transactions Act, 25 of 2002 (as amended from time to time), a copy of which is accessible on <http://www.polity.org.za>;
- 1.8 **"Intellectual Property"** means any content, domain names, patent, trademark, service mark, copyright, moral right, right in a design, know-how, software, database, text, graphics, icons and hyperlinks and any other intellectual or industrial property, anywhere in the world whether or not registered;
- 1.9 **"MDA Client"** means a business, independent of MDA, which is an authorised provider of MDA Property Manager®;
- 1.10 **"MDA Client Subscriber"** means any individual permitted by MDA or an MDA Client to use MDA Property Manager® or the Website;
- 1.11 **"MDA Property Manager®"** means our property management and accounting software, including web portals and API's, accessed through the Website;
- 1.12 **"Page"** means a website page of MDA Property Manager® or the Website, unless specified otherwise;
- 1.13 **"RIC Act"** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002 (as amended from time to time), a copy of which is accessible on <http://www.polity.org.za>;
- 1.14 **"User Details"** means the contact, personal and similar information of the MDA Client Subscriber; and
- 1.15 **"Website"** means the website pages relating to MDA Property Manager® accessible at <http://www.mdapropsys.com> (and such other URLs as may be publicised from time to time), permitting the remote access and use of MDA Property Manager®.

In this Agreement, references to a "person" includes an individual, sole trader, partnership, body corporate, an unincorporated association of persons and any other legal entity; technical expressions shall have the relevant meaning commonly attributed to them in the computer software business sector in South Africa; the use of the word "including" and similar expressions will be construed as illustrative and not exhaustive; notwithstanding the fact that hyperlinks in this Agreement to copyright notices and legislation should be deemed part of this Agreement in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational from



time to time shall not play a role in determination of the validity and interpretation of this Agreement.

## 2. Subscription and use of MDA Property Manager®

- 2.1 MDA Property Manager® and the Website are only intended for business use. You warrant that you will only use MDA Property Manager® and the Website for business purposes.
- 2.2 We may require you to register before we supply any services via this Website. When you register, you agree to provide, true, accurate, up-to-date and complete User Details as required by the relevant registration made available to you via this Website.
- 2.3 We will not keep a separate record of the contract relating to your specific subscription for MDA Property Manager®, so it will not be available from us. We therefore strongly recommend you print a copy of this Agreement, both before and after you submit your payment details. MDA will supply you with a tax invoice, either directly or through an appointed MDA Client, transmitted via email. The transmitted electronic document will constitute the original tax invoice. No other tax invoice, credit or debit note will be issued in respect of the specific supply, unless as a copy of the original document.
- 2.4 MDA grants you non-exclusive and non-assignable access to use MDA Property Manager® strictly via the Website with the user roles according to your subscription type and in accordance with this Agreement.
- 2.5 For so long as you pay the Access Fee and any other applicable charges, you may permit the agreed number of MDA Client Subscribers to access and use the relevant subscription for MDA Property Manager®. You agree to ensure that those MDA Client Subscribers comply with this Agreement. Those MDA Client Subscribers must only use the relevant subscription for MDA Property Manager® as follows for their own (or their employer's) property management, accounting and related purposes:
  - 2.5.1 as permitted by and subject to the terms and conditions of this Agreement;
  - 2.5.2 in the course of their (or their employer's) own business; and
  - 2.5.3 with their own (or their employer's) Company Data only.
- 2.6 From time to time, you may change the identity of the individuals who are MDA Client Subscribers. We reserve the right to limit the number of times, or the frequency with which you can do this. We may consult with you before exercising this right.
- 2.7 If a MDA Client Subscriber is not the employee of a subscriber to MDA Property Manager®, the subscriber must ensure that such MDA Client Subscriber:
  - 2.7.1 complies with this Agreement; and
  - 2.7.2 uses the relevant Company Data in MDA Property Manager® in accordance with that subscriber's instructions.

## 3. Obligations

- 3.1 You agree to:
  - 3.1.1 ensure that your User Details and other information given in relation to your use of MDA Property Manager® and the Website are, and are maintained to be, true and accurate;
  - 3.1.2 use MDA Property Manager® and the Website for your own lawful internal business purposes, in accordance with this Agreement and any notice sent by MDA or condition posted on the Website;
  - 3.1.3 comply with your contractual obligations to the MDA Client through which you have been granted access to MDA Property Manager® and / or the Website, if applicable;
  - 3.1.4 ensure that all account credentials required to access the MDA Property Manager® and the Website are kept secure and confidential and to immediately notify MDA of any unauthorised use of your account credentials or any other breach of security. In such instances it shall be your obligation to immediately



- reset your password and to maintain security. In any event, it is deemed good practice to regularly reset your password to maintain data security;
- 3.1.5 notify us, if, at any time you become aware of any unauthorised use of the account credentials of your MDA Client Subscribers, or any other security-related matter with MDA Property Manager© and the Website, and to cooperate with us to the extent reasonably necessary to rectify the security breach;
  - 3.1.6 ensure that the MDA Client Subscribers who access MDA Property Manager© on your account comply with the terms of this Agreement;
  - 3.1.7 only store the maximum amount of data, if any, as may be prescribed from time to time on MDA Property Manager© or on the Website. If at any time you exceed the amount of any specified limit, for so long as you do so, MDA may charge you at its then-standard rates for additional storage.
- 3.2 Except as expressly permitted by another clause of this Agreement or by separate written arrangement with us, you agree not to and agree to ensure that no MDA Client Subscribers:
- 3.2.1 permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use MDA Property Manager© in any way, including by permitting MDA Property Manager© to be either
    - 3.2.1.1 re-sold, distributed, sublicensed, loaned, transferred or provided to others in a similar way; or
    - 3.2.1.2 used as a hosted, bureau, outsourcing, or similar service;
  - 3.2.2 use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of MDA Property Manager© or the Website for incorporation into or the development of any software or other product or technology.
- 3.3 When accessing and using MDA Property Manager© or the Website, you must:
- 3.3.1 not attempt to undermine the security or integrity of MDA's computing systems or networks or, where MDA Property Manager© or the Website is hosted by a third party, that third party's computing systems and networks;
  - 3.3.2 not use, or misuse MDA Property Manager© or the Website in any way which may impair the functionality of MDA Property Manager© or Website, or impair the ability of any other subscriber to use MDA Property Manager© or Website;
  - 3.3.3 not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which MDA Property Manager© or Website is hosted;
  - 3.3.4 not transmit, or input into MDA Property Manager©, any files that may damage any other person's computing devices or software, content that may be offensive, or material or User Details or Company Data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
  - 3.3.5 not modify, translate, or create derivative works based on MDA Property Manager© or the Website, nor reproduce, reverse assemble, decompile or reverse engineer MDA Property Manager© or the Website, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of MDA Property Manager© or the Website or any files contained in or generated by MDA Property Manager© or the Website, nor shall you permit any third party to do so; and
  - 3.3.6 not merge or combine the whole or any part of MDA Property Manager© or the Website with any other software or documentation without the prior written consent of MDA, which will need to be renewed annually with MDA.
- 3.4 MDA's obligations shall be to provide you with access to MDA Property Manager© (which access may not necessarily be uninterrupted), including technical support by email as described on the Website.

#### 4. Payment of Charges

- 4.1 Payment shall be made in accordance with terms as described on the Website or as otherwise agreed in writing.



## 5. Confidentiality, Privacy of Company Data and User Information and Interception of Communications

- 5.1 We undertake to take all reasonable steps to protect the personal information of MDA Clients and to comply with all applicable legislation.
- 5.2 In respect of access to Company Data and User Details:
  - 5.2.1 The Company Data entered, or imported on instruction, by you, remains your property and we will not use nor make available for use any of this information without your permission.
  - 5.2.2 We will never access the details of any Company Data entered and stored by you, except where granted permission by you to assist with resolution of a system issue or error.
- 5.3 We electronically collect, store and use, and you supply to us, Company Data and User Details as we request from you via the Website and MDA Property Manager®, and such other information as we may from time to time reasonably request. You warrant that this information is true and accurate.
- 5.4 You agree to our use, storage and disclosure of information, Company Data and User Details for the following purposes:
  - 5.4.1 We will use your User Details, for exercising our rights and for performing our legal obligations under this Agreement. We may use it to contact you, via your relevant or nominated personnel or our MDA Clients, about our other relevant products and services, to conduct research about our customers and to track and record the manner in which you and your MDA Client Subscribers use MDA Property Manager® and the Website. Contact may be made via our third party Contractors, MDA Clients or Affiliates. You acknowledge that there is certain information that we must use in order to be able to provide MDA Property Manager®, including names and email addresses of your MDA Client Subscribers. If for any reason we are not permitted to use such information, we may not be able to perform our obligations in this Agreement. You acknowledge that in such circumstances you will still be obliged to pay our charges, in accordance with clause 4.
  - 5.4.2 We will only use your Company Data stored via MDA Property Manager® or the Website to the extent necessary for us to provide MDA Property Manager® for performing our rights and obligations in this Agreement and for performing our legal obligations and in accordance with this clause 5. We acknowledge that your Company Data is your proprietary and confidential data and that under no circumstances may we exploit that data for our own purposes not specifically relating to providing you with MDA Property Manager®, save where you have consented to the contrary.
  - 5.4.3 The information, which you submit and store via MDA Property Manager®, may be stored on MDA's computer servers which servers may be controlled, hosted and managed by our Affiliate or third party Contractors who shall be bound to these confidentiality and privacy provisions.
  - 5.4.4 We will disclose your User Details and other relevant information (including User Details of your MDA Client Subscribers, if necessary) to our Affiliates and third party Contractors who assist us (and our Affiliates) to provide MDA Property Manager® and the Website, who shall be bound to these confidentiality and privacy provisions.
  - 5.4.5 You agree to bring this Agreement to the attention of your MDA Client Subscribers, to help ensure that they understand and consent to our use of their information, including User Details. This is so that we may provide MDA Property Manager® to them on your behalf.
  - 5.4.6 We may access and use non-identifying and aggregated information and transaction volumes.
  - 5.4.7 We collect information via the Website by means of cookies and use cookies to allow you to enter your password less frequently during a session, to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety, to offer certain features that are only available through the use of a cookie and to allow us to provide information that is targeted to your interests. You hereby authorise us to use cookies.



- 5.5 All other information not dealt with in this clause shall constitute Confidential Information and shall not be disclosed to any other party without the prior written consent of the owner of such information first being obtained.
- 5.6 MDA owns and retains all rights to non-personal statistical information collected and compiled by MDA.
- 5.7 Subject to the provisions of the RIC Act you agree to MDA's right to intercept, block, filter, read, delete, disclose and use all communications which you send or post to the Website and MDA and its employees. You acknowledge that this consent and your use of the Website satisfy the "writing" requirement as required in the RIC Act.

## 6. Intellectual Property Rights

- 6.1 All right, title, ownership, benefit and interest in and to, and all Intellectual Property in MDA Property Manager© and the Website, the design and content of MDA Property Manager© and the Website and any documentation relating thereto remain the property of MDA. All rights to Intellectual Property in respect of MDA Property Manager© and the Website are reserved. The exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction of the Intellectual Property by any means and in any form, in whole or in part, and to make the Intellectual Property available to the public, and to distribute any copyright protected material in MDA Property Manager© and the Website shall remain with MDA.
- 6.2 You may not use the Intellectual Property and any third-party trademarks that appear on MDA Property Manager© or the Website, other than as permitted by express written agreement from MDA or by law. In particular, you may not use the marks as meta-tags nor may you sponsor them in search engines. All goodwill in your legitimate use of the marks shall accrue to MDA. You are required to notify us immediately if you become aware of any infringement of the Intellectual Property and rights thereto.
- 6.3 MDA Property Manager© and the Website may incorporate technical and other protective measures designed to prevent unauthorised and / or illegal use of MDA Property Manager©. You agree to the incorporation of any such measures in MDA Property Manager© and the Website.
- 6.4 If, in our reasonable opinion, MDA Property Manager© or the Website are likely to become or do become the subject of a claim of infringement of a third party's intellectual property rights, we may elect to either:
  - 6.4.1 obtain the right for you to continue using MDA Property Manager© or the Website as permitted under this Agreement; or
  - 6.4.2 modify or replace the infringing part of MDA Property Manager© or the Website so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of MDA Property Manager© or the Website
- 6.5 In the circumstances per clause 6.4 above you must:
  - 6.5.1 promptly notify us of any claim or threatened claim concerning the use of MDA Property Manager© or the Website;
  - 6.5.2 not independently defend or respond to such claim or threatened claim; and
  - 6.5.3 co-operate with us in the defence of any such claim or threatened claim,
- 6.6 Clauses 6.4 and 6.5 state your exclusive remedy in connection with any claim or threatened claim in relation to the Intellectual Property rights of a third party.
- 6.7 "MDA", "mdapropsys" and "MDA Property Manager©" are trademarks and you agree not to use any such trademarks as an element of a domain name or sub-domain name, notwithstanding the fact that such domain name use and registration may be permitted in terms of any law. Upon request, you shall immediately cease to use such domain name and transfer it to MDA at your cost.

## 7. Disclaimers and Liabilities

- 7.1 We will use reasonable endeavours to ensure that MDA Property Manager© will give the functionality and levels of service as described on the Website, when used in accordance with



it and this Agreement. If you believe our provision of the MDA Property Manager© or the Website does not conform to this undertaking, you should notify us by email at [support@mdapropsys.com](mailto:support@mdapropsys.com).

7.2 We do not warrant:

- 7.2.1 that MDA Property Manager© or the Website will be continuously available, or that your use thereof will be uninterrupted or error or bug free, or that the Website, MDA Property Manager© and server will be free from attack;
- 7.2.2 that all the information we provide on MDA Property Manager© and the Website is correct and complete, but we nevertheless undertake to use our reasonable endeavours to ensure that all the information we provide on MDA Property Manager© and the Website is correct and complete at the time of the last update to the relevant page;
- 7.2.3 that MDA Property Manager© or the Website will meet your requirements and, for this purpose, it is specifically recorded that MDA Property Manager© is provided "as is" and it is your responsibility to satisfy yourself that it meets your requirements and is compatible with your hardware and software prior to making use thereof;
- 7.2.4 that MDA Property Manager© or the Website results of use will be correct, accurate or reliable;
- 7.2.5 that any defects in the MDA Property Manager© or the Website can or will be corrected.

7.3 Subject to the provisions of any applicable legislation and save as otherwise provided in this Agreement, MDA (including its directors, employees, Affiliates, third-party Contractors, business partners, Internet service providers and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and you agree to indemnify us and keep us indemnified against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of income, loss of profits, loss of data, anticipated savings, loss of business, loss or depletion of goodwill, interruption of business and loss similar to all the preceding types of loss), damages, claims, demands, proceedings and judgments which we incur or suffer in any way arising from the following:

- 7.3.1 access to the MDA Property Manager© or the Website;
- 7.3.2 access to websites linked (including hyperlinked) to the Website;
- 7.3.3 inability to access the Website;
- 7.3.4 services or software available from the Website (including MDA Property Manager©);
- 7.3.5 content available on the Website;
- 7.3.6 downloads and use of content on the Website;
- 7.3.7 any failure to perform our obligations in this Agreement due to causes beyond our reasonable control including any interruption to or failure of any website, your computer, associated supporting system not provided by us and used by you, telecommunications services, third-party and / or electricity supply service not provided by us, including the Internet;
- 7.3.8 your breach of any of the terms of this Agreement;
- 7.3.9 use of MDA Property Manager© or the Website other than in accordance with this Agreement; or
- 7.3.10 any other reason not directly related to MDA's gross negligence.

7.4 To the maximum extent permitted by law all undertakings and warranties given by us under this Agreement are exclusive and all other terms, warranties, representations, undertakings and conditions, express or implied, statutory or otherwise are excluded.

7.5 To the extent we are liable, our total liability (and that of any Affiliate, Business Partner or third-party Contractor) shall not exceed the amount of charges actually paid by you to use MDA Property Manager© or the Website in the year prior to the date the circumstances causing such liability first arose. The limitation of liability in this clause 7 has been calculated to be proportionate to the charges paid by you to use MDA Property Manager© or the Website and takes into account the fact that it is not within our control how and for what purposes you use MDA Property Manager© or the Website.

## 8. Termination



- 8.1 We may terminate this Agreement at any time by written notice, effective immediately, if you:
  - 8.1.1 materially breach any term of this Agreement and either that breach is incapable of remedy or you have not remedied that breach within 7 (seven) days after receiving written notice requiring you to remedy it;
  - 8.1.2 fail to pay when due any charges payable to us or stop paying for use of MDA Property Manager®; or
  - 8.1.3 are liquidated provisionally or finally, placed under judicial management, commit an act of insolvency or enter into, or attempt to enter into compromise with your creditors.
- 8.2 Subject to clause 8.3, upon termination of this Agreement however caused, we will stop your ability to access MDA Property Manager®, so that you will no longer be able to access and use MDA Property Manager®. You acknowledge that you may no longer be able to access your Company Data via MDA Property Manager® from this time.
- 8.3 If this Agreement is terminated and you notify us at the time of notice of termination that you require further access to your Company Data, we may provide you with access to MDA Property Manager® for a period of 5 (five) calendar days in order that you may extract or print out your Company Data, subject to the following:
  - 8.3.1 it is possible that we may have deleted your Company Data, and not be able to provide it to you; and
  - 8.3.2 we may charge you for providing you with access to your Company Data; and
  - 8.3.3 if your account remains in arrears for 90 (ninety) days, we may delete your Company Data.
- 8.4 If we terminate this Agreement in accordance with clause 8.1 we may irretrievably delete your Company Data from the effective date of termination.
- 8.5 Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

## 9. Notices and Address

- 9.1 Your communication with us must be by email to our email address contained on the Website.
- 9.2 Our communication with you shall be via those details provided on registration or per subsequent update you provided MDA.
- 9.3 All legal notices given under this Agreement shall be in writing to the physical address of such party delivered by hand. Legal notices under this Agreement addressed specifically to either of us will be effective on actual receipt by the intended recipient or if accepted by another person at your physical address.
- 9.4 As a condition of this Agreement, if you use any communication tools available through MDA Property Manager® or the Website, you agree only to use such communication tools for lawful and legitimate purposes in accordance with the acceptable use provisions of this Agreement.

## 10. Acceptable use of MDA Property Manager® and the website

- 10.1 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of MDA Property Manager® and the Website. In general, we will not tolerate any use of MDA Property Manager® and the Website which damages or is likely to damage our reputation, the availability or integrity of MDA Property Manager® and the Website or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.
- 10.2 We therefore require you to treat MDA Property Manager® and the Website with respect, and not to use same for any illegal purpose, or in such a way as to infringe or breach other's rights, or to cause or threaten to cause us damage. We require you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Website.





- 10.3 You must not use the Website or any communication tool for posting or disseminating any material unrelated to the use of MDA Property Manager© or the Website including: offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use).
- 10.4 When you make any communication on the Website, you represent that you own the content of the communication.
- 10.5 We reserve the right to remove any communication posted on the Website, suspend the use of MDA Property Manager© and the Website and generally, or block your access to any part thereof and / or to suspend or terminate your rights to use same or any part of it if we suspect misuse at any time in our sole discretion. We shall then report any misuse of MDA Property Manager© and the Website to the relevant enforcement or other authorities and to our advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse.

## 11. Links

- 11.1 Links to the Website are permitted, subject to first obtaining our prior written consent although we reserve the right to withdraw such consent at any time.
- 11.2 You are not entitled (nor shall you assist others) to set up links from your own website to the Website by deep-linking, framing or otherwise, without our prior written consent, which consent may be withheld at our absolute discretion, and without the need to provide a reason.
- 11.3 The Website may include hyperlinks to third party sites. We have no control over and are not responsible for the content, use by you or availability of those third party websites, for any products or services you buy through those sites or for the treatment of any personal information, you provide to the third party. The products, services and websites of third party providers made available via this website may be owned and operated by independent suppliers. While we may co-brand these products or services with our own, we do not endorse those products or services or warrant the products, services or accuracy or reliability of any information provided to you by such third parties.

## 12. General Terms

- 12.1 You agree that you are bound to the terms and conditions of this Agreement, which is concluded in Cape Town, South Africa at the time you enter the Website for the first time or after you have accepted this Agreement as required on the Website.
- 12.2 This Agreement constitutes the entire agreement between you and MDA and supersedes all other documentation, information and other communication.
- 12.3 Any failure by MDA to exercise or enforce any right or provision of this Agreement shall in no way constitute a waiver of such right or provision.
- 12.4 In the event that any term or condition detailed herein is found to be unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions of this Agreement. The remaining terms and conditions shall remain enforceable and applicable.
- 12.5 The Website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use of the Website, its content, services, software and this Agreement.
- 12.6 We do not recommend or endorse any other entity, including any third parties who make MDA Property Manager© available to you - if you wish to engage with such an organisation, you should investigate its experience, skills and qualifications. No third party is appointed or authorised by us as our servant or agent, nor has any authority, either express or implied, to amend this Agreement, or to enter into any contract, provide any representation, warranty or guarantee with or to you on our behalf, or otherwise make commitments for us in any way whatsoever. You agree that we will not be responsible for any act or omission of any third



party including any services provided by it in relation to the MDA Property Manager®, including any administration of it.

### 13. Disclosures required by Section 43 of the ECT Act

Access to the services, content, software and content downloads available from the Website is classified as "electronic transactions" in terms of the ECT Act and therefore you have the rights detailed in Chapter 7 of the ECT Act and MDA has the duty to disclose the following information:

- 13.1 Full name and legal status of website owner: MDA Property Systems (Pty) Ltd.
- 13.2 Street Address: Albion Springs, 183 Main Road, Rondebosch, 7700, Cape Town, South Africa.
- 13.3 Postal address: PO Box 559, Rondebosch, 7701, South Africa.
- 13.4 Physical address for the receipt of legal notices: Albion Springs, 183 Main Road, Rondebosch, 7700, Cape Town, South Africa.
- 13.5 Official email address of the Website: [support@mdapropsys.com](mailto:support@mdapropsys.com).
- 13.6 Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 may be viewed at:  
[http://mdapropsys.com/downloads/mdadownloads/docs/PAI\\_Act\\_S51\\_Manual\\_MDA\\_Property\\_Systems\\_Pty\\_Ltd\\_2016.pdf](http://mdapropsys.com/downloads/mdadownloads/docs/PAI_Act_S51_Manual_MDA_Property_Systems_Pty_Ltd_2016.pdf)
- 13.7 The costs associated with the access and use of MDA Property Manager® is available from the Website or as otherwise agreed contractually with the MDA client.
- 13.8 Alternative Dispute Resolution: Subject to urgent and / or interim relief, all disputes regarding:
  - 13.8.1 access to the Website;
  - 13.8.2 the inability to access the Website;
  - 13.8.3 the services and content available from the Website; or
  - 13.8.4 this Agreement,shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
- 13.9 Cooling off period:
  - 13.9.1 Under section 42(1)(g) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply to an electronic transaction where audio or video recordings or computer software were unsealed by the consumer.
  - 13.9.2 Under section 42(1)(d) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply in respect of services, which began with the consumer's consent before the end of the seven-day period referred to in section 44(1).
  - 13.9.3 Under section 42(1)(f) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply where the goods:
    - 13.9.3.1 are made to the consumer's specifications;
    - 13.9.3.2 are clearly personalised;
    - 13.9.3.3 by reason of their nature cannot be returned; or
    - 13.9.3.4 are likely to deteriorate or expire rapidly.
- 13.10 Users may lodge complaints in respect of the Website via email to [support@mdapropsys.com](mailto:support@mdapropsys.com).