

## TERMS OF SERVICE

These terms of service shall govern all contracts entered into for the supply by SA Valuations (Pty) Ltd of the Service to the Customer, as well as the use of SA Valuations (Pty) Ltd's Website by all persons and entities.

### 1. Definitions

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| Contract:                | The Order or Quotation acceptance submitted to SA Valuations (Pty) Ltd by the Customer through the Website, or a written order sent by email or other means, once accepted by the Customer and once payment for the deposit of the Fee has been made by the Customer, will be a legally binding contract between SA Valuations (Pty) Ltd and the Customer read together with these terms of service. |
| Customer:                | Any person accessing any part of the Website and/or making use of the Services offered on the Website (excluding links to external sites), including persons or entities that authorised such person to do so on their behalf.   |
| CPA:                     | The Consumer Protection Act No. 68 of 2008, as amended.  |
| Dashboard:               | An integrative platform on the Website that allows the Customer to access and edit property information, manage his User Profile, adjust communication preferences, add/remove property stakeholders, request third-party services, and edit financial planning templates.   |
| Desktop Valuation:       | The performing of the Service by SA Valuations (Pty) Ltd without verification of previous information furnished or obtained by the Inspector in the course of rendering the Service, for example a physical on-site inspection of the Property.  |
| ECTA:                    | The Electronic Communications and Transactions Act No. 25 of 2002, as amended.   |
| Fee:                     | The full monetary amount payable by the Customer, for the Service to be rendered by SA Valuations (Pty) Ltd.   |
| SA Valuations (Pty) Ltd: | SA Valuations (Pty) Ltd, the owner of the website and provider of the Service, 82 Hobson Crescent, Sasolburg, 1947, Tel. No. +27 861 825 828.  |
| Order:                   | The instructions submitted by the Customer when requesting the Service by way of completing the form or by accepting a Quotation on the Website or via email.  |
| Order Confirmation:      | The confirmation of receipt of the Order, pursuant to which the Service will be rendered following receipt of the deposit and payment of the Fee.  |
| User Profile:            | An auto-generated customer account that requires a secure login, created when a user requests a Quotation, submits an Order, or invites another user to the Customer Dashboard.  |
| POPIA:                   | The Protection of Personal Information Act No. 4 of 2013, as amended.  |
| Property:                | The land and/or building or other movable or immovable assets to be assessed by SA Valuations (Pty) Ltd, as requested by the Customer.   |

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| Quotation:           | The communication generated from the information provided on the Request for Quotation which reflects the Fee for the Service.   |
| Service:             | The provision of property valuations, building valuations, movable asset valuations, long-term maintenance plans and cash flow projections, risk inspections and related services, to the Customer, including a physical on-site inspection of the Property by an Inspector, candidate valuer, professional associated valuer, professional valuer or quantity, as described on the Website. |
| Inspector:           | The candidate valuer and/or professional associated valuer and/or professional valuer and/or home inspector allocated by SA Valuations (Pty) Ltd to inspect the Property for the purpose of conducting the Service.  |
| Value-added options: | The value-added products and request for Quotation links considered by SA Valuations (Pty) Ltd as potentially being of interest to the Customer and displayed by SA Valuations (Pty) Ltd on the Website or the Dashboard.  |
| Website:             | The website and Dashboard, including the content therein, used to advertise the Service, proprietary to SA Valuations (Pty) Ltd by means of ( <a href="http://www.savaluations.co.za">www.savaluations.co.za</a> ).  |

## 2. Service Offered on the Website ([www.savaluations.co.za](http://www.savaluations.co.za))

- 2.1. Upon submission of the Order and deposit and/or full payment of the Fee for the Service following receipt of the Quotation, a contract between SA Valuations (Pty) Ltd and the Customer is concluded, whereupon SA Valuations (Pty) Ltd shall endeavour to perform the Service, according to the information furnished to SA Valuations (Pty) Ltd by the Customer.
- 2.2. The Order form is available on the Website or via email.
- 2.3. The Service is available throughout all nine provinces of the Republic of South Africa and will be charged at the rate as per the Quotation and/or Invoice.
- 2.4. SA Valuations (Pty) Ltd will endeavour to execute the Service within the time frame indicated on the Quotation, depending on the size of the project and provided that all relevant information has been received from the Customer and that the Property is readily accessible by SA Valuations (Pty) Ltd or its inspectors. This timeframe can, however, not be guaranteed.
- 2.5. Property valuations shall be executed by a Valuer registered with the South African Council for the Property Valuers Profession.
- 2.6. The Inspector will agree on a date with the Customer and, to the extent that the CPA is applicable to the Contract, the Inspector shall be entitled to re-schedule such date, if necessary, by agreement with the Customer. In any other instance, the Customer acknowledges that the Inspectors is entitled to reschedule the appointment for the inspection at any stage.
- 2.7. No order will be finalised without the full payment having been received as per the Quotation and/or Invoice and SA Valuations (Pty) Ltd may in its sole discretion refuse to accept an Order submitted online or otherwise from the Customer, and will endeavour to notify the Customer accordingly via the email address provided by the Customer on the Order form.
- 2.8. With a valuation, SA Valuations (Pty) Ltd does not inspect woodwork or other parts of the Property's structure which are covered, unexposed or inaccessible and SA Valuations (Pty) Ltd is therefore unable to report that such parts of the Property are free of rot, infestation or other defects to the extent such advice forms part of the scope of the Services.



### **3. Warranties and Liability**

- 3.1. The Customer warrants that he has not entered into the Contract arising from any form of direct marketing as defined in the CPA.
- 3.2. All inspectors who are Valuers and who carry out property valuations for SA Valuations (Pty) Ltd as part of the Service carry Professional Indemnity Insurance in respect of such services.
- 3.3. SA Valuations (Pty) Ltd does not guarantee that a sale price for the Property equal to the amount contained in the valuation will be achieved.
- 3.4. The entire liability of SA Valuations (Pty) Ltd under or in connection with these terms and conditions shall not exceed a multiple of R 2 000 (Two Thousand Rand) of the standard Fee excluding travelling and VAT or R 10 000 000 (Ten Million Rand), whichever is lower. SA Valuations (Pty) Ltd shall not be liable for any loss or damage resulting from any occurrence unless a claim is made within a period of one year from the date stated on the report. Where SA Valuations (Pty) Ltd was required to match or beat the Fee quoted by a competitor to secure the business, the Customer accepts that the liability of SA Valuations (Pty) Ltd shall not exceed the Fee excluding travelling costs.
- 3.5. SA Valuations (Pty) Ltd accepts no liability for any actions taken by the Customer as a result of visiting the Website or viewing the contents therein, or for placing reliance on a Service provided by SA Valuations (Pty) Ltd to any other person or to the Customer, other than as provided herein.
- 3.6. Whilst all reasonable care has been taken in the preparation of the content of the Website, the Website and all content on the Website is provided on an "as is" basis and "as available" basis. It is a term and condition of the use of the Website that the Customer expressly agrees that the use of the Website is entirely at his own risk and that he remains solely responsible for the legality and soundness of any decision he makes or action he takes as a result of his use of the Website, and that the Customer warrants that the information provided by him is accurate and complete in all respects. The information contained in the Website is not intended and should not be construed as legal advice. The Customer is required to verify the accuracy, completeness and currency of all information contained on this Website.
- 3.7. The Customer indemnifies and agrees to hold harmless SA Valuations (Pty) Ltd, its owners, directors, trustees, employees, officials, suppliers, inspectors and / or representatives against any claims for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the Customer and/or any third party, directly or indirectly arising from the Customer's use and reliance; his inability to use; or the functionality of the Website and / or its content, or that of the value-added click options or of any external linked website, whether the content is accurate or not.
- 3.8. SA Valuations (Pty) Ltd shall not be held responsible or liable for maintaining the confidentiality of any information or data which has been transmitted to the Customer and is no longer under its sole control. This does not exclude any obligations on SA Valuations (Pty) Ltd in terms of the POPIA.

#### 4. Customer's Obligations

- 4.1. The Customer shall pay the Fee into such account and indicate the payment reference as he may be advised in writing on the Order Confirmation and/or Invoice. SA Valuations (Pty) Ltd is not required to inform the Customer of any change in banking details should the Customer utilise the Service at a later date and the Customer agrees that SA Valuations (Pty) Ltd will not be liable for any damages the Customer may suffer should the Customer fail to pay the Fee into the bank account stipulated on the relevant Order Confirmation applicable to the transaction at the relevant time or subsequent correspondence, as the case may be.
- 4.2. In the event of a sale of the Property having been valued by SA Valuations (Pty) Ltd, the Customer understands that SA Valuations (Pty) Ltd cannot be held liable for the actual price attained during the sale of the Property. The Customer is free to market the Property for a lesser or greater amount than the valuation as he deems fit and understands that factors such as for example the resources and marketing strategies utilised, the personal efforts of the seller and estate agents employed and many other subjective and objective factors play a role in arriving at a selling price, which cannot be measured and/or foreseen by the Valuer.
- 4.3. The Customer is free to insure the Property for a lesser or greater amount than recommended by the valuation as he deems fit and understands that the recommended sum insured reflects an estimated figure based on the Inspector's observations or information received and obtained in respect of the Property.
- 4.4. In the event of the Customer suffering damages or losses as a direct result of any act or omission by SA Valuations (Pty) Ltd or attributable to SA Valuations (Pty) Ltd, which is grossly negligent and where despite clause 3.4 above liability is conceded by SA Valuations (Pty) Ltd through its insurers, the amount of SA Valuations (Pty) Ltd's maximum liability will be limited to a [multiple of R 2 000 (Two Thousand Rand ) of the standard Fee excluding travelling costs and VAT or R10 000 000 (Ten Million Rand)], whichever is lower. SA Valuations (Pty) Ltd shall not be liable for any loss or damage resulting from any occurrence unless a claim is made within a period of one year from the date stated on the report. Where SA Valuations (Pty) Ltd was required to match or beat the Fee quoted by a competitor to secure the business, the Customer will not hold SA Valuations (Pty) Ltd liable for any amount exceeding the Fee excluding travelling costs. Under no circumstances will SA Valuations (Pty) Ltd be liable for any damages arising from a Desktop Service.
- 4.5. In case the Customer instructs SA Valuations (Pty) Ltd to perform a partial, incomplete or otherwise non-standard valuation, SA Valuations (Pty) Ltd reserves the right to deny such service to the Customer. Notwithstanding a waiver by SA Valuations (Pty) Ltd, the Customer indemnifies and agrees to hold SA Valuations (Pty) Ltd harmless against any claims arising out of a partial, incomplete or otherwise non-standard valuation as instructed by the Customer.
- 4.6. The Customer indemnifies and agrees to hold SA Valuations (Pty) Ltd harmless against any claims arising out of a Desktop Valuation where such claims are based on information or the absence of information, which information would have been ordinarily furnished to SA Valuations (Pty) Ltd or could have been obtained by the Inspector had SA Valuations (Pty) Ltd rendered the Service on its general terms and irrespective of whether the claims are those of the Customer or any third party having a claim against the Customer.
- 4.7. The Customer shall not manipulate or attempt to manipulate the Service. In the event of manipulation or attempted manipulation by the Customer, his representative or any other person, SA Valuations (Pty) Ltd cannot be held liable for the Service and shall be entitled, should the Service not yet have been rendered in full, to immediately cancel the Contract and retain the Fee as its pre-estimated liquidated damages and cancellation penalty, without prejudice to any other rights it may have against the Customer.

- 4.8. The Customer shall warrant full accessibility to the Property. In the event that the Inspector is denied access to the Property, is threatened in any way when attempting to access the Property, or if the Customer fails to attend the scheduled appointment agreed upon with the Inspector, SA Valuations (Pty) Ltd will be entitled to cancel the Contract and retain the Fee in full or in part as SA Valuations (Pty) Ltd considers appropriate depending on the circumstances and with reference to SA Valuations (Pty) Ltd's wasted costs incurred.
- 4.9. The Customer agrees that the Inspector is required to make photographic records of his on-site observations which may include depictions of private property and installations. While the Inspector will not enter privately-owned areas without the owner's prior consent and endeavours to take photographs that will not in any way identify, expose or embarrass any person, the Customer accepts that this may not always be possible from an objective point of view. The customer furthermore agrees that SA Valuations (Pty) Ltd shall not be held liable for the distribution of SA Valuations (Pty) Ltd's reports or parts thereof, including photographic images, beyond its control.
- 4.10. In case the requested Service entails a long-term maintenance plan, the Customer acknowledges that the intention of this Service is to provide an estimation of maintenance, repair and replacement costs for major capital assets, based on a light inspection of the common property by the Inspector and based on recommended maintenance cycles. SA Valuations (Pty) Ltd does not make any assumptions with regard to the Customer's financial capability or cash reserves. It is therefore the Customer's responsibility to make the necessary adjustments to the long-term maintenance plan on the Dashboard that will suit the Customer's financial capability, quality requirements and preferred schedule in accordance with cost proposals obtained by the Property owner from specialist contractors. The Customer furthermore acknowledges that a long-term maintenance plan cannot be accurate or viable from the start and that continuous adjustments are required by the Customer to achieve approximative and practical viability in the long term. The Customer acknowledges that SA Valuations (Pty) Ltd makes no representation with regard to the practical viability of the estimated costs and maintenance cycles mentioned in its report.
- 4.11. The Customer warrants that all information supplied by him to SA Valuations (Pty) Ltd is accurate. SA Valuations (Pty) Ltd accepts no responsibility for any inaccuracies in the information supplied by the Customer nor for any matters not disclosed by the Customer to SA Valuations (Pty) Ltd to the extent that these impact on the Service.
- 4.12. The Customer acknowledges that upon submission of the Order, his details may be supplied to service partners of SA Valuations (Pty) Ltd for the purpose of providing the Service.
- 4.13. The Customer warrants that he has full legal capacity to enter into the contract with SA Valuations (Pty) Ltd and warrants that he is authorised to procure the Service for the Property and undertakes to facilitate access to the Property.
- 4.14. The Customer warrants that his personal details as submitted to SA Valuations (Pty) Ltd in the Order are complete, true and accurate, and the Customer hereby authorises SA Valuations (Pty) Ltd to contact the Customer at the email address or telephone number provided in the Order.
- 4.15. The Customer acknowledges that if any false information or deliberately misleading inaccuracies come to light in connection with the Contract, SA Valuations (Pty) Ltd reserves the right to immediately cancel the Contract and retain the Fee as SA Valuations (Pty) Ltd may consider appropriate depending on the circumstances and with reference to SA Valuations (Pty) Ltd's wasted costs incurred.

- 4.16. The Customer shall notify SA Valuations (Pty) Ltd of any changes to the information supplied by the Customer to SA Valuations (Pty) Ltd, whether contained in the Order or in any other communication, whether written or oral, immediately once such changes have taken effect.
- 4.17. The Customer agrees not to transmit through the Website any material that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene. The Customer remains liable to any third party for his comments and indemnifies SA Valuations (Pty) Ltd against any claims from any third party regarding the content of the Customer's comments.
- 4.18. The Customer shall satisfy himself that he fully understands these terms of service, both legally and grammatically.
- 4.19. In the event of the Customer wishing to raise an objection or any other complaint pertaining to the Service, such contestation must be put forward in writing within 4 weeks of the Service having been rendered to allow for SA Valuations (Pty) Ltd to respond thereto. SA Valuations (Pty) Ltd shall endeavour to respond thereto within 5 working days. Where the Customer raises a valid objection, SA Valuations (Pty) Ltd reserves the right to correct the Service. In cases where the Property has to be re-visited by an Inspector or the Customer undertakes to facilitate the necessary access to the Inspector.
- 4.20. In the event of a User Profile being created for the Customer by himself or by SA Valuations (Pty) Ltd, the Customer will be allocated a username which will be the email he provided on the Website and a password which the Customer can change. It is entirely the Customer's responsibility to maintain the confidentiality of his password and user account. The Customer is entirely responsible for any and all activities that occur under his User Profile. The Customer will notify SA Valuations (Pty) Ltd immediately at [info@savaluations.co.za](mailto:info@savaluations.co.za) if he suspects any unauthorised use of his account, access to his password or unauthorised disclosure of his password. SA Valuations (Pty) Ltd is not liable for any loss that the Customer may incur as a result of someone else using his password or user account, either with or without his knowledge. The Customer will not use the account, username, or password of another registered user at any time or disclose his password to any third party and the Customer is not permitted to share these credentials with other individuals, regardless of affiliation or authorisation. The Customer is solely responsible for any and all use of his user account. The use of the Customer's user account by any individual under age eighteen (18) is strictly prohibited. If the computer system or mobile device on which the Customer accessed the Service is sold or transferred to another party, the Customer warrants and represents that he will delete all cookies and software files obtained by or through use of the Service.
- 4.21. The Customer warrants that he has advised any persons or entities by whom he is authorised to procure the Service of the circumstances which may affect them, as described in these terms of service.

## 5. Privacy Policy

- 5.1. SA Valuations (Pty) Ltd shall process any personal data supplied by the Customer in strict accordance with its privacy policy. In keeping with section 14 of the Constitution of the Republic of South Africa of 1996 and the POPIA, SA Valuations (Pty) Ltd respects the Customer's rights to informational privacy and data protection. The Customer may use the Website without providing SA Valuations (Pty) Ltd with any personal information. However, in order to make use of the Service available on the Website, the Customer may have to supply SA Valuations (Pty) Ltd with the relevant personal information in order to provide the Service to him. Unless otherwise required in terms of any law, SA Valuations (Pty) Ltd will use such information only for its own internal purposes, including maintaining and updating mailing lists and databases as well as research and development.



- 5.2. By submitting the Order and ticking the box contained on the Order form, e.g. in respect of the value-added click options, confirming acceptance of these terms of service, the Customer shall be deemed to have consented to SA Valuations (Pty) Ltd processing any personal data supplied by the Customer. Please note that an Order cannot be processed unless the Customer by ticking the box contained on the Order form, or leaving same ticked, gives such consent.
- 5.3. Upon cancellation of the Customer's Order for whatever reason or the rendering of the Service, SA Valuations (Pty) Ltd shall maintain the Customer's data for a reasonable period for administrative purposes and the purposes set out in these terms of service, as well as for any other purposes as required by law.
- 5.4. Where personal information (such as the Customer's name, address, telephone number, email address and credit card information) is submitted to the Website by the Customer, for example through sending an email or filling in required fields, the following principles are observed in the handling of that information:
  - 5.4.1. SA Valuations (Pty) Ltd collects, processes and stores only such personal information regarding the Customer as is necessary to provide the Service. The specific purpose for which information is collected is apparent from the context in which it is requested.
  - 5.4.2. SA Valuations (Pty) Ltd will not use the personal information submitted for any other purpose other than the efficient provision of the Service, as well as for the Website and marketing purposes without obtaining the prior written approval of the Customer or unless required to do so by law. The Customer consents to SA Valuations (Pty) Ltd using its personal information to provide it with marketing material relating to SA Valuations (Pty) Ltd's business activities. The Customer may opt out of receiving such marketing information by sending an email to SA Valuations (Pty) Ltd at [info@savaluations.co.za](mailto:info@savaluations.co.za), requesting such.
  - 5.4.3. SA Valuations (Pty) Ltd will keep records of all personal information collected and the specific purpose for which it was collected for a period of at least one year from the date on which it was last used, unless otherwise required by law. SA Valuations (Pty) Ltd will not disclose any personal information regarding the Customer to any third party unless the prior written agreement of the Customer is obtained (including by means of ticking off of any applicable tick box by the Customer) or SA Valuations (Pty) Ltd is required or permitted to do so in terms of the Promotion of Access to Information Act or any other law.
  - 5.4.4. If information is released with the Customer's consent, e.g. as part of the value-added click options, SA Valuations (Pty) Ltd will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of at least one year. No information will be sent to any third party as part of the value-added click options if the Customer has not expressly selected such option.
  - 5.4.5. SA Valuations (Pty) Ltd will destroy or delete any personal information under its control which has become obsolete or that has been requested to be deleted by a Customer. The Customer accepts that, due to the nature of the Dashboard and the use of timeline logs for property profiles, previously-logged information by the Customer, including the identification thereof, will remain visible to others with a shared interest in the Property.
  - 5.4.6. Information collected about the Customer through his use of the Website is the property of SA Valuations (Pty) Ltd.



- 5.4.7. SA Valuations (Pty) Ltd will retain all ownership of and copyright in any database of the Customer's personal information.
- 5.4.8. No credit card information is retained or stored by SA Valuations (Pty) Ltd.
- 5.5. Note that, as permitted by the ECTA, the Website may use personal information collected to compile profiles for statistical purposes and trade in these profiles. No information contained in the profiles or statistics will be able to be linked to any specific Customer. Any complaints pertaining to the Privacy Policy may be addressed to [info@savaluations.co.za](mailto:info@savaluations.co.za)

## 6. Service Fee

- 6.1. Deposit and/or Full Payment of the Fee can only be effected by way of a bank transfer (electronic or manual) or a cash deposit or through a particular online payment gateway specified on the Order Confirmation.
- 6.2. SA Valuations (Pty) Ltd is entitled to adjust the Fee in case the Customer's information on the Order pertaining to the value or extent of the Property should deviate considerably from the actual assessments done by the Inspector following the inspection of the Property. This pertains especially to information given about the number of registered sections or units or stands, the "Estimated Market Value", "Estimated Price Range" or "Current Sum insured", being a major indicator for the Fee applicable and SA Valuations (Pty) Ltd considers a tolerance of +/-10%, above which the Fee may be adjusted upwards. Such adjustment will then be payable by the Customer prior to completion of the Service.
- 6.3. Cancellation Fee: SA Valuations (Pty) Ltd reserves the right to deduct up to 15% of the Fee as a reasonable charge for cancellation of the Contract, including for purposes of offsetting administration costs, should the Contract be cancelled by the Customer after making payment of the Fee to SA Valuations (Pty) Ltd in circumstances other than in 6.4 below.
- 6.4. Late Cancellation Fee: In the event that the Contract or a specific inspection appointment is cancelled on less than one (1) full business day's (i.e. 24 hours but excluding any Saturday, Sunday or public holiday) notice prior to the agreed inspection appointment time, a penalty of 30% of the Fee shall apply.
- 6.5. Stand-up Fee: Failure by the Customer to facilitate access to the Inspector at the agreed inspection appointment time or within 30 minutes thereafter shall result in a penalty of 30% of the Fee in addition to the full travelling fee of the Inspector as stated on the Order Confirmation.
- 6.6. A tax invoice will be issued on receipt by SA Valuations (Pty) Ltd of the Order, or on such other date as agreed upon with the Customer.
- 6.7. The Fee paid by the Customer who sells the Property or any other person for whom the Service was obtained, cannot be off-set against a valuation fee imposed by any lending institution or relied upon when requesting a waiver of such valuation fee, nor can the valuation be transferred from the Customer acting as the seller to the buyer for the purpose of securing a loan.
- 6.8. The Fees for the Service are generally subject to VAT and where not specifically stated are inclusive of VAT. SA Valuations (Pty) Ltd's VAT registration number is 4030271482.
- 6.9. All transactions will be processed in South African Rand (ZAR).



## **7. Delivery of Service**

- 7.1. Upon receipt of confirmation of payment into SA Valuations (Pty) Ltd's banking account, SA Valuations (Pty) Ltd, either directly or through its service partners, shall undertake to contact the Customer within two (2) working days for an appointment for the inspection of the Customer's Property at the Customer's earliest convenience.
- 7.2. The Service shall be regarded as completed once both the Service and the tax invoice have been submitted to the Customer as electronic PDF files to the email addresses provided by the Customer on the Order. SA Valuations (Pty) Ltd shall undertake to conclude the Service within the period as stipulated in 2.4, after the physical inspection has taken place and after full payment of the service.

## **8. Cancellation**

- 8.1. The Customer is able to cancel the Contract at any stage by written notice. Because SA Valuations (Pty) Ltd provides the Service immediately after SA Valuations (Pty) Ltd has accepted the Customer's completed Order Form by means of sending the Customer the Order Confirmation, any refunds of the Fee will be strictly in terms 6.3 above.
- 8.2. SA Valuations (Pty) Ltd is entitled to cancel the Contract at any stage in terms of 4.8 and 4.15 above or where the Customer fails to pay for the Fees after receiving the Order Confirmation.

## **9. General**

- 9.1. All reports generated by SA Valuations (Pty) Ltd in the course and scope of rendering the Service remain the sole property of SA Valuations (Pty) Ltd until fully paid for.
- 9.2. The Customer understands that a valuation of the Property by a Valuer facilitated by SA Valuations (Pty) Ltd cannot be compared to an opinion offered or a valuation done by any person who is not a qualified professional valuer.
- 9.3. SA Valuations (Pty) Ltd shall not be responsible for any delays in performing, or for the failure to perform, any of its obligations if the delay or failure was due to any cause beyond SA Valuations (Pty) Ltd's reasonable control.
- 9.4. These terms of service supersede any prior agreement (oral or in writing) between SA Valuations (Pty) Ltd and the Customer and contain the whole agreement between them. The Customer acknowledges that he has not relied upon any oral or written representations made by SA Valuations (Pty) Ltd or its employees or agents which are not contained herein or otherwise reduced to writing and signed by SA Valuations (Pty) Ltd.
- 9.5. These terms and conditions shall be exclusively governed by and construed in accordance with the laws of the Republic of South Africa. The Customer hereby consents to the jurisdiction of the Gauteng High Court in respect of any disputes arising in connection with these terms.
- 9.6. Any references to mortgages or other financial matters made on the Website are made for purely generic information purposes only and any reference made is not a statement of financial advice or any indication of suitability for the Customer's individual circumstances. SA Valuations (Pty) Ltd is not registered with any financial authority or any other financial or insurance service regulatory body and is therefore unable to give any kind of advice in financial matters. The Customer is strongly encouraged to seek financial and/or mortgage advice before entering into any mortgage or other financial arrangement.

- 9.7. With regard to any mortgage or insurance scenarios which may be furnished to the Customer as part of offering the Service, these are displayed for factual information purposes only and do not convey any type of financial advice.
- 9.8. SA Valuations (Pty) Ltd reserves the right to change these terms of service at any stage without notice by posting the changes on the Website and it shall be the Customer's responsibility to acquaint himself with the terms of service before each instance of utilising the Services from SA Valuations (Pty) Ltd. The Customer can print out a copy of the terms and conditions applicable from time to time from the Website.
- 9.9. All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be deemed to be severable from the remainder of these terms and conditions to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect and fully enforceable.
- 9.10. In the interpretation of these terms and conditions: -
- 9.10.1. paragraph headings are for convenience only and shall not be taken into account in the interpretation hereof;
- 9.10.2. words importing a particular gender shall be deemed to include the other genders, words importing natural persons shall be deemed to include juristic bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and vice versa.
- 9.10.3. the rule of construction that contracts shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply.
- 9.10.4. any document or information referred to in these conditions and capable of being accessed by way of an internet address, shall be deemed to be incorporated in these conditions in accordance with the provisions of the ECTA.
- 9.10.5. In the event that the Customer is a juristic person, the Customer warrants that its net asset value or annual turnover exceeds R 2 000 000 in which case the provision of the CPA, including clause 2.6 above, will not apply to the Customer.

## **10. Copyright Notice**

- 10.1. SA Valuations (Pty) Ltd retains the copyright and all intellectual property rights in and to the Website, including all current and future content that is displayed on the Website, the software on which the Website operates and reporting formats produced by SA Valuations (Pty) Ltd's proprietary software. This includes but is not limited to all material which is defined to include trademarks, trade names, logos, documents, texts, information, data, software, drawings, images, icons, logos, photographs, video and audio clips. SA Valuations (Pty) Ltd also asserts the copyright against third parties in this regard.

## **11. Third Party Links on Website**

- 11.1. SA Valuations (Pty) Ltd may display on the Website links to other websites operated by third parties. Any such link is not a statement of recommendation of any of the goods and services available or being marketed on the said linked websites or due to any other links on the SA Valuations (Pty) Ltd site. SA Valuations (Pty) Ltd does not take any responsibility or liability for the accuracy, adequacy and completeness of the information on such linked websites.

**12. Further Information Required in Terms of the ECTA**

- 12.1. The office bearer of SA Valuations (Pty) Ltd, which company is registered within South Africa, is the director PJM Terblanche.
- 12.2. The physical address where SA Valuations (Pty) Ltd will receive legal service of documents is SA Valuations (Pty) Ltd, 82 Hobson Crescent, Sasolburg, 1947.
- 12.3. Save as set out in 4.19 above, any dispute hereunder must first be brought to the other party's attention in writing for the other party to respond thereto and resolve the dispute within 14 days of receipt of the notice of the dispute, where after the parties are entitled to proceed in terms of 9.5. Other than as set out herein, SA Valuations (Pty) Ltd does not subscribe to any alternative dispute resolution code.

Effective as of 1 July 2021