

## Subscription Terms for Purchase of Document Packs and Updates

### 1. Introduction

- 1.1 This document sets out the terms and conditions (“the Terms”) pertaining to the subscription of various Document Packs from TPN Group (Pty) Ltd (“TPN”).
- 1.2 You are obliged to comply with these Terms at all times. If you do not understand any provision contained in this document, please contact us so that the nature, scope and implications of the provision can be explained to you.
- 1.3 If any provisions in these Terms limit our responsibility to you, these will be underlined. Please take special note of these provisions and contact us if you do not understand their meaning.
- 1.5 Any Subscription that you purchase from us, in any manner whatsoever including electronically, will be governed by these Terms, which you accept and agree to.
- 1.6 Your order form for the Subscription may also contain additional commercial terms pertaining to your purchase of the Subscription. These Terms will however take precedence if there is any conflict between them and the order form.

### 2. Definitions

- 2.1 “Agreement” means our agreement with you relating to the purchase of Document Packs and Updates comprised by these Terms and the order form that you complete to purchase your Subscription;
- 2.2 “Calendar Year” means from 1 January until 31 December of each year;
- 2.3 “Copyright” means the full and complete rights of copyright in the Document Packs and the Updates in the Republic of South Africa and anywhere else in the world;
- 2.4 “Document Pack/s” means the Lease Packs and any other pack of documents that we make available to the property industry or market from time to time;
- 2.5 “Intellectual Property Rights” means any intellectual property rights of whatsoever nature including but not limited to inventions, patents, designs, trade marks, Copyright, know-how and/or trade secrets;
- 2.6 “Lease Pack/s” means a pack of documentation including but not limited to a lease agreement, suretyship, resolution of members/directors, mandate, application form, inspection document for a residential and commercial rental agent/landlord and any other documents that we may in our sole discretion include in the pack from time to time;

- 2.7 "the Subscription" means the annual subscription that you purchase for the Document Packs and Updates;
- 2.8 "Updates" means the updates that TPN makes to the Document Packs from time to time, which updates will include but not be limited to amendments to any documentation contained in the Document Packs, case studies and frequently asked questions;
- 2.9 "Us or We" means TPN;
- 2.10 "You, Your or Subscriber" means the person who places an order for the purchase of the Subscription and agrees to be bound by these Terms.

### 3. **Subscription service**

- 3.1 In terms of your Subscription you get the right to receive one Document Pack on terms stipulated in the order form, together with Updates made thereto during the calendar year after purchase by you of the Subscription.
- 3.2 Your Subscription is personal to you and is non-transferable.
- 3.3 We reserve the right to refuse any application for a Subscription for any reason.

### 4. **Payment**

- 4.1 By entering into this Agreement you agree to pay the Subscription fees at the rates which apply when payment is due. You are not entitled to delay full payment to us for any reason. If we have allegedly defaulted in any way your rights are limited to that of claiming a refund.
- 4.2 All prices include VAT (Value Added Tax). We may charge you interest on any overdue amount at the maximum rate permitted by law on any overdue amount.
- 4.3 You can pay for your Subscription by direct deposit or debit order.
- 4.4 The fact that you have paid for the Subscription does not require us to accept your order. If we reject your order we will refund you all payments.

### 5. **Renewal**

- 5.1 By law, we are not entitled to automatically renew your subscription for another calendar year.
- 5.2 We will therefore send you a reminder that your annual subscription has expired and you will have to enter into a new agreement with us.
- 5.3 If you want to cancel the Subscription you are required to give us 20 (twenty) business days notice of this fact.
- 5.4 If we change the Subscription price we will inform you of this so that you can choose whether or not to cancel your direct debit.
- 5.5 If we have changed the Subscription price since your last payment we will inform you of this in

the renewal reminder notice so that you can choose whether or not to proceed with entering into a new Subscription agreement with us.

## 6. Refunds and cancellation

6.1 Once your Subscription and payment have been accepted, we will refund you if:

6.1.1 we are unable to fulfil your subscription;

6.1.2 we are required by law to do so (and only to the extent so required).

6.2 We may cancel your Subscription on 20 days' notice for any reason or if you breach any of your obligations under these Terms, including if we do not receive a payment when it is due.

6.3 If you pay for your Subscription by direct debit, you can cancel the direct debit at any time on 20 days' notice to us in writing.

## 7. Limitation of liability and warranty of quality

7.1 We warrant that we will perform our obligations to you in supplying the Document pack and Updates timeously and with due regard to any specific criteria or conditions agreed between you and us before or during the Agreement.

7.2 If we fail to perform to the standards set out in clause 7.1 above, you may request that we remedy any defect in the quality of the services performed; or that we refund you a reasonable portion of the price paid for the Subscription, having regard to the extent of the alleged failure in our service.

7.3 Notwithstanding the provisions of 7.1 and 7.2 above, however, please note that there will be a "Disclaimer Notice" contained in the Document Packs and the Updates which will indicate on what basis and in what circumstances information contained in the Document Packs and Updates may be relied upon by you. Please familiarise yourself with the contents of this Disclaimer Notice and ensure that you understand what it means. If you have any doubt in this regard, please contact us so that we may explain it to you. Without limiting the generality of the foregoing, the Disclaimer Notice will take the following form (but may be amended from time to time):

"TPN seeks to ensure that the information in the Document Packs and Updates is up to date and accurate. However, owing to continuing developments in consumer protection legislation and general rental housing law, the Document Packs and the Updates are provided without warranties and/or guarantees that any of the information or documentation contained in the Document Packs and Updates is accurate or current. The information and documentation provided is prepared and provided factoring in the experience and interpretative skills of qualified attorneys it is not, however, intended to be used as a substitute for specific legal, business or professional advice. Many factors may affect the applicability of any terms and conditions of the Document Packs and Updates and each lease and/or mandate should be dealt with cautiously employing the Subscriber's own logic and ethical codes of conduct. If you

are in any doubt whatsoever about the suitability or accuracy of any information or document provided in this Document Pack or Update, you should not rely upon such information or document without first consulting a professional advisor with respect to your specific situation”.

- 7.4 We will not be responsible for any failure by us to perform our obligations to you in relation to your Subscription where this failure is caused by circumstances beyond our control.
- 7.5 Our liability to you in connection with your Subscription will not exceed the total Subscription fees charged for your current Subscription.
- 7.6 You agree that no warranties or representations, whether express or implied, other than those recorded in these Terms have been given or made by us in connection with this Agreement.

## 8. **Customer Service**

Should you have a query or complaint about our Subscription service, please contact us using any of the contact details stipulated on this website.

## 9. **Intellectual Property Rights**

All of the Intellectual Property Rights in the Document Packs and the Updates vest in and belong to TPN, and you acknowledge that you do not own any rights in and to the Document Packs and/or Updates and that nothing in the Agreement between us will have the effect of transferring to you, in any way whatsoever, the Intellectual Property Rights in the Document Packs or Updates. For the sake of clarity and the avoidance of doubt, the Subscription only gives you the right to use the information contained in the Document Packs and Updates, and affords you no rights of ownership in the underlying rights contained therein.

### **Breach**

10. If you breach any of your obligations to us; or become sequestrated or liquidated, whether provisionally or finally; or if you fail to pay any fee or other amount in terms of this Agreement; then we may, without prejudice to any other remedies which we may have:
- 10.1 claim immediate payment of all outstanding amounts;
- 10.2 suspend the performance of any obligation owed by us;
- 10.3 cancel this Agreement; and/or
- 10.4 claim from you any damage that we have suffered as a result.

## 11. **Notices and Domicile**

- 11.1 The parties will send all notices in terms of the Agreement by hand delivery, for which a written receipt shall be obtained, prepaid registered post, fax, or email to an address or number given in these Terms or in an order for a Subscription.

11.2 Notice given as set out above shall be construed to have been duly given, if delivered by hand, on the date of delivery; if sent by post, 7 (seven) days after posting. Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, telefax or email confirmation of delivery. If a party actually receives any notice, this will be enough to show that such notice was effectively delivered notwithstanding the provisions of this clause 11.

## 12. **General**

12.1 These Terms are governed by South African law and the parties agree to submit to the exclusive jurisdiction of the South African courts.

12.2 We will rely on the written terms set out in these Terms in respect of the Subscription service that we provide to you. In addition, however, you may receive additional written and verbal information from us which must be treated as specific terms which form part of these Terms. Additional terms and conditions may also be set out in the order form, which will also form part of this Agreement, as stipulated in clause 1 above.

12.3 These Terms may be updated from time to time for legal or compliance reasons or to accommodate changes in the Subscription service rendered to you. Any changes will be notified to you so that you can choose to cancel the Agreement by giving notice as set out above. The changes will apply to your Subscription from your next payment date after we notify you of such changes. If you do not wish to accept the new Terms you should not continue to subscribe as this will indicate your Agreement to be bound by the new Terms.

12.4 If at any time we waive any of our rights against you for any reason whatsoever, this will not affect any of our rights against you after such waiver.