

TERMS AND CONDITIONS: TPN DOCUMENT PACKS

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. Please take special note of these provisions and contact us if you do not understand their meaning.
- 1.4. 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.
- 1.5. Should you be presented with an order form for the Subscription, it 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 may be asked to complete to purchase your Subscription;
- 2.2. “Calendar Month” means from the 1st day of any month to the last day of that same month;
- 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” means the Lease Packs, Sales Pack, HR Pack and any other pack of documents that we make available to the property industry or any other industry or market from time to time. All document packs are sold individually and are not available as a group or bundle;
- 2.5. “the HR Pack” means the pack of documentation as marketed and advertised on this Website as the HR Pack;
- 2.6. “the Initial Period” means the initial term of the Agreement commencing from date of purchase and terminating 12 months (1 year) thereafter;
- 2.7. “Intellectual Property” means any intellectual property rights of whatsoever Rights of any nature including but not limited to inventions, patents, designs, trademarks, Copyright, know-how and/or trade secrets;
- 2.8. “the Lease Pack” means the pack of documentation as individually marketed and advertised on this Website, and could include the individual Document Pack: Residential LeasePack, Commercial LeasePack and Residential LeasePack Afrikaans;
- 2.9. “the Monthly Subscription Fee” means the monthly fee payable to TPN calculated by dividing the Subscription Fee by Twelve.
- 2.10. “the Sales Pack” means the pack of documentation as marketed and advertised on this Website as the SalesPack;
- 2.11. “the Subscription” means the subscription that you purchase for the Document Pack and Updates;
- 2.12. “the Subscription Fee” means the annual fee payable to TPN for the Subscription;
- 2.13. “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;
- 2.14. “Us or us or We or we” means TPN; and
- 2.15. “You or you or Your or your” means the person who places an order for the purchase of the Subscription and agrees to be bound by these Terms.

3. SUBSCRIPTION TERMS

- 3.1. In terms of your Subscription you accept the right to receive one Document Pack on the Terms contained in this Agreement, together with Updates made thereto during the Initial Period. For the sake of clarity, for every Subscription you receive the purchased Document Pack and not a bundle of the different packs or all of the different packs.
- 3.2. Your Subscription is personal to you and is non-transferable, nor may the Document Packs be distributed or resold.
- 3.3. We reserve the right to refuse any application for a Subscription for any reason.
- 3.4. The Subscription is for an Initial Period and will continue thereafter on a monthly basis terminable by either party on one Calendar Months' notice. If the Subscription has been transferred to a monthly basis, you will have access to the Updates for as long as the Monthly Subscription Fee is paid.

4. PAYMENT

- 4.1. By entering into this Agreement you agree to pay the Subscription Fee at the rate which applies when payment is due. Should this Subscription be transferred to a monthly basis as per clause 3.4, you agree to pay the Monthly Subscription Fee thereafter. 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), unless otherwise specified. 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 in the manner indicated at checkout. You may be required to sign a debit order authorisation form as well.
- 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. We are not entitled to automatically renew your subscription for another year.
- 5.2. We will therefore send you a reminder that the Initial Period has expired and that the Agreement will be transferred to a monthly basis.
- 5.3. If we change the Subscription Fee we will also inform you of this.

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).

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, please note that there is a disclaimer "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. Further to this, 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.

10. BREACH

If you breach any of your obligations to us; or become sequestered or liquidated, whether provisionally or finally; or if you fail to pay any fee or other amount in terms of this Agreement; or if you breach any of your obligations under these Terms then we may, without prejudice to any other remedies which we may have, cancel your Subscription and:

- 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. Any letter or notice given in terms of this Agreement shall be in writing and shall:
 - 11.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 11.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th business day following the date of such posting; and
 - 11.1.3. if transmitted by facsimile or email be deemed to have been duly received by the addressee on the date of delivery.
- 11.2. Notwithstanding anything to the contrary contained herein, a notice of communication actually received, shall be an adequate written notice or communication, notwithstanding that it was not sent to or delivered by any method indicated above.

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 clauses 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.
- 12.3. Additional terms and conditions may also be set out in the order form, which will also form part of this Agreement.
- 12.4. These Terms may be updated from time to time for legal or compliance reasons or to accommodate changes in the service rendered to you. We will notify you of any

changes. The changes will apply to your Subscription from your next payment date. If you do not wish to accept the new terms, terminate the Subscription in the manner which has been included above.

12.5. 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.