

TERMS AND CONDITIONS: TPN REPORTS AND THE TPN PROPERTY REPORTKIT

1. INTRODUCTION

- 1.1. This document sets out the terms and conditions (“the Terms”) pertaining to the purchase of individual property reports and information from TPN Group (Pty) Ltd (“TPN”), including but not limited to purchase of the:
 - 1.1.1. Investor Report
 - 1.1.2. Property Report
 - 1.1.3. Complex Report
 - 1.1.4. Estate Report
 - 1.1.5. Owners in Complex Report
 - 1.1.6. Owners in Estate Report
- 1.2. This document also sets out the Terms pertaining to the Subscription of the consolidated property Report pack (“the ReportKit”).
- 1.3. 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.
- 1.4. Please take special note of these provisions and contact us if you do not understand their meaning.
- 1.5. Any Subscription or Individual Purchase that you make use of, in any manner whatsoever including electronically, will be governed by these Terms, which you accept and agree to.
- 1.6. 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 Individual Purchase or Subscription 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 of any month to the last day of that same month;
- 2.3. “Copyright” means the full and complete rights of copyright in the Reports in the Republic of South Africa and anywhere else in the world;
- 2.4. “Fair Usage Audit” means that TPN reserves the right to audit on an *ad hoc* or per occasion basis the number of Reports used or received by you. The frequency and relevance of this audit is at the sole discretion of TPN, including the parameters set to determine whether there is an anomaly or abnormal use. This audit shall not be made available to you and we are under no obligation to provide you with same;
- 2.5. “Individual Purchase” means the purchase of any individual Report pronounced in clause 1.1.1 to 1.1.6;
- 2.6. “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;
- 2.7. “the Report(s)” means any individual Report pronounced in clause 1.1.1 to 1.1.6;
- 2.8. “the ReportKit” means the TPN Property Reportkit as defined in clause 1.2. Not barring this definition, the ReportKit shall include, all Reports referred to in clause 1.1.1 to 1.1.6;
- 2.9. “the Subscription” means the monthly subscription that you purchase for use of the ReportKit
- 2.10. “The Subscription Fee” means the monthly fee payable to TPN for use or receipt of the Subscription;
- 2.11. “Us or us or We or we” means TPN;

- 2.12. "Unrestricted Use" means the unrestricted use and receipt of Reports in terms of the Subscription. Unrestricted Use shall not be construed to mean unlimited. Abuse of the ReportKit is not allowed; and
- 2.13. "You or you or Your or your" means the person who places an order for the purchase of the Individual Purchase or Subscription and agrees to be bound by these Terms.

3. INDIVIDUAL PURCHASE TERMS AND PAYMENT

- 3.1. In terms of your Individual Purchase you accept the right to receive one Report.
- 3.2. The Individual Purchase is non-transferable and nor may it be distributed or resold.
- 3.3. By accepting this right and entering into this Agreement you agree to pay the applicable rate per Report 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.
- 3.4. 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.
- 3.5. You can pay for your Subscription in the manner indicated at checkout.
- 3.6. The fact that you have paid for the Report does not require us to accept your order. If we reject your order we will refund you all payments.

4. SUBSCRIPTION TERMS AND PAYMENT

- 4.1. In terms of your Subscription you accept the right to receive Unrestricted Use of the ReportKit on a monthly basis. This in effect means that you will not be charged for using or receiving any of the Reports, save for the monthly Subscription Fee.
- 4.2. Unrestricted Use is subject to a Fair Usage Audit.
- 4.3. The Subscription is on a monthly basis and is terminable by either party on one Calendar Months' notice.
- 4.4. If we change the Subscription Fee at any time we will inform you of this so that you can choose whether or not to terminate.
- 4.5. Your Subscription is personal to you and is non-transferable and nor may it be distributed or resold.
- 4.6. We reserve the right to refuse any application for a Subscription for any reason.
- 4.7. By entering into this Agreement you agree to pay the Subscription Fee at the rate which applies 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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. REFUNDS

- 5.1. Once your Subscription and payment have been accepted, we will refund you if:
- 5.1.1. we are unable to fulfil your Subscription;
- 5.1.2. we are required by law to do so (and only to the extent so required).

6. LIMITATION OF LIABILITY AND WARRANTY OF QUALITY

- 6.1. We warrant that we will perform our obligations to you in supplying the Reports timeously and with due regard to any specific criteria or conditions agreed between you and us before or during the Agreement.
- 6.2. If we fail to perform to the standards set out in clause 6.1 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 Individual Purchase or Subscription, having regard to the extent of the alleged failure in our service.
- 6.3. Notwithstanding the provisions of clause 6.1 and 6.2 above, please note that there is a disclaimer "Disclaimer Notice" contained on the Reports which will indicate on what

basis and in what circumstances information contained in the Reports 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.

- 6.4. We will not be responsible for any failure by us to perform our obligations to you in relation to your Individual Purchase or Subscription where this failure is caused by circumstances beyond our control.
- 6.4. Our liability to you in connection with your Individual Purchase or Subscription will not exceed the total amount paid for the Report or Subscription Fee charged for your current Subscription.
- 6.5. 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.
- 6.5. Without limiting the generality of the foregoing, the Disclaimer Notice will take the following form (but may be amended from time to time):

"Please take note of the following important information regarding TPN Group (Pty) Ltd, a registered Credit Bureau under NCR Registration Number NCRCB08, together with its affiliates, shareholders, directors, agents, consultants or employees (collectively, "TPN"):

1. *Although TPN has used all reasonable endeavours to provide accurate information (including but not limited to statistical calculations, data and graphs) in this report and on the TPN website ("the Information"), TPN does not warrant that the Information is at all times accurate, up-to-date, relevant and complete. The Information has been compiled from publicly available sources and data collected and published by TPN. As such, the Information is deemed to be correct at the time of compilation and no warranty of any kind, whether expressed or implied, is given by TPN regarding the accuracy of the Information. Use of and reliance on the Information is entirely at your own risk and you agree to assume full responsibility for any risk, damage or loss which may arise as a result of the use or non-use of the Information, or the reliance by you or any third party on the Information to make any decision or take any action whatsoever.*
2. *TPN shall not accept any liability for any risk, damage or loss whatsoever, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages or damages related to loss of profit, business interruption or the loss of data or information, whether arising out of contract, statute, delict or otherwise and regardless of whether TPN expressly advised of the possibility of such risk, loss or damage. You expressly indemnify TPN in this regard.*
3. *Without derogating from the generality of the above, TPN will not be liable for:*
 - 3.1. *any property, financial or investment – related decisions made by you or any third party on the basis of the Information and, as such, the TPN website and reports do not constitute professional advice and should not be construed as such;*
 - 3.2. *any failure by you to obtain appropriate professional advice before proceeding with any financial, property or investment - related decision; or*
 - 3.3. *any event which is beyond TPN's reasonable control.*
4. *TPN is the owner of the copyright in and to this report and TPN grants you a non-exclusive, limited licence to access this report for personal use only. You are not permitted to reproduce, publish, adapt or sell this report, or any copy of it, or to use this report for any other purpose, without the prior written consent of TPN.*
5. *TPN regards your privacy as important and will take all reasonable steps to ensure that, if you have subscribed to TPN, your personal details will remain confidential.*
6. *TPN reserves the right to make any changes, modifications, additions, deletions and corrections that it deems necessary in the circumstances, at any time and without prior notice to you."*

7. 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.

8. INTELLECTUAL PROPERTY RIGHTS

All of the Intellectual Property Rights in the Reports vest in and belong to TPN, and you acknowledge that you do not own any of these 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 Reports. For the sake of clarity and the avoidance of doubt, the Individual Purchase or Subscription only gives you the right to use and receive the information contained in the Reports, and affords you no rights of ownership in the underlying rights contained therein.

9. 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 Subscription Fee or other amount in terms of this Agreement; or if you breach any of your obligations under these Terms, including failing

the Fair Usage Audit; we may, without prejudice to any other remedies which we may have cancel your Subscription and:

- 9.1. claim immediate payment of all outstanding amounts;
- 9.2. suspend the performance of any obligation owed by us;
- 9.3. cancel this Agreement; and/or
- 9.4. claim from you any damage that we have suffered as a result.

10. NOTICES AND DOMICILE

- 10.1. Any letter or notice given in terms of this Agreement shall be in writing and shall:
 - 10.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 10.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
 - 10.1.3. if transmitted by facsimile or email be deemed to have been duly received by the addressee on the date of delivery.
- 10.2. 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.

11. GENERAL

- 11.1. These Terms are governed by South African Law and the parties agree to submit to the exclusive jurisdiction of the South African Courts.
- 11.2. We will rely on the written clauses set out in these Terms. 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.
- 11.3. 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.
- 11.4. No indulgence by us, or failure to strictly enforce the terms of this Agreement, is to be construed as a waiver of the right on total.