

1. Terms and conditions

In these terms and conditions, "we", "us" and "our" means TPN Group Pty Limited. Please read these terms and conditions carefully as they apply to your use of the rentbay.co.za website (the "Website"). By accessing or using the Website you agree to be bound by these terms and conditions.

We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

2. Reliance on content

Much of the information on the Website is provided by third parties, including all of the listing information displayed and the mapping functionality. While we believe that these third parties are reliable sources of this information, we cannot ensure that this information is always accurate, up-to date or complete.

Nothing on this Website is intended to constitute professional legal, investment or real estate advice. You should independently confirm any information on this Website before acting on it, and seek professional advice before making any decisions based on such information.

3. Content uploaded onto the Website

In relation to any property description, photograph or other image or text uploaded by you to the Website (Content), you warrant that the:

- Content does not infringe the Intellectual Property Rights or other rights of any person and that the Content is not confidential or owned by any other person;
- receipt, use, storage, reproduction, modification, adaptation or publication of the Content by rentbay.co.za is not illegal, defamatory or misleading or deceptive and will not expose rentbay.co.za to any civil or criminal liability; and
- Content does not breach or infringe any applicable codes of practice, guidelines, standards, laws, regulations (including but not limited to those of the internet, real estate, privacy and advertising industries, and applicable local, state and federal laws).

4. Third party products and services

The Website includes links to, or framed versions of, other websites that contain products and services provided by third parties.

We have included these links or framed websites for your convenience, and we hope that you find these products and services useful. You should be aware, however, that when you use these websites you are leaving the Website and dealing with a third party, even if that other website is displayed in a frame.

Access to these products and services may be subject to certain terms and conditions, and the payment of fees. You should carefully review the information provided to you by these third parties before deciding to use their products and services and accepting any of their terms and conditions. We cannot be responsible for any products or services provided by these third parties, and any dealings you have with these third parties are solely between you and them.

5. Links and advertisements

In addition to the third party products and services referred to above, the Website contains links to other third party websites, and also advertisements which include embedded links. We have not reviewed any of these third party sites and are not responsible for the content or accuracy of any off-site pages. The inclusion of any link or advertisement does not imply that we endorse the linked site or the subject matter of the advertisement.

6. My Adverts

You are not required to register to use the Website. However certain features on the Website may only be available if you do register/join, such as "My Adverts". You should keep any user name and password that are allocated to you private, and not disclose them to any other person. If you have lost or forgotten your password, you can request that we send an email to your registered email address allowing you to reset your password.

7. Email services

The Website can allow other users to send you emails about content on the Website, such as our "email a friend" function. We do not control the users of the Website and cannot be held responsible for emails that you may be sent to you in this manner. If you send such an email, you must ensure that the recipient wishes to receive the email. If you receive unwanted emails from our website, you may contact us using one of the methods described on the "contact us" page to request that further emails to your address be blocked.

8. License to use the content on the Website

You acknowledge that the Website and all related content is subject to copyright and possibly other intellectual property rights ("Intellectual Property Rights"). We grant you a limited, non-transferable license to access and use the Website solely for your own personal, non-commercial purposes.

We (or our licensors) retain all right, title, and interest in and to the Website, and nothing you do on or in relation to the Website will transfer any Intellectual Property Rights to you or, except for the license referred to above, license you to exercise any Intellectual Property Rights unless this is expressly stated.

Except as provided in these terms and conditions, permission to reprint or electronically reproduce the Website in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at contact@rentbay.co.za if you wish to obtain such consent.

Subject to applicable law, we may revoke the permissions referred to above at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice.

9. Linking to this Website

We encourage you to provide links to this Website. While you may use the name "rentbay.co.za" in the text of any such link, you may not use the rentbay.co.za logo or any of our other trademarks without our prior written consent.

You must not frame this Website, or represent or imply that any part of the Website belongs to anyone other than us.

If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

10. General restrictions

In using the Website, you must not:

- a. provide us with inaccurate or incomplete information;
- b. violate any applicable laws;
- c. use the Website for any purpose that is threatening, libelous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist, indecent or infringing of another person's rights;
- d. use automated tools to use any services provided on the Website;
- e. use the email functionality of the Website to send unwanted emails or spam;
- f. impersonate any person;
- g. distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- h. collect or store personal data about other users of the Website; or
- i. engage in any other conduct that inhibits any other person from using or enjoying the Website.

11. Warranties and liability

- . All express or implied warranties, representations, statements, terms and conditions relating to these terms and conditions or the Website that are not contained in these terms and conditions, are excluded to the maximum extent permitted by law.
- a. In particular, and without limiting paragraph (a) or the "reliance on content" section above:
 - i. while we endeavor to provide a convenient and functional Website, we do not guarantee that that your requirements will be met or that your use of the Website will be uninterrupted, error free or that the Website or the server from which it operates them are free of viruses or other harmful components; and
 - ii. we cannot be responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those which occur while being sent over the internet).

We recommend that you install and use up-to-date anti-virus and firewall software on your computer.

- b. Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which contain provisions including implied conditions and warranties which operate to protect the purchasers of goods and services in various circumstances.
- c. If any term, condition or warranty is implied into these terms and conditions and we are able to limit your remedy for a breach of such a term, condition or warranty, then our liability for breach of the term, condition or warranty is limited to one or more of the following at our option:
 - i. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - ii. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- d. Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms and conditions or the Website, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to R100. In calculating our aggregate liability under this paragraph, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of the implied terms, conditions or warranties referred to above.
- e. Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
 - i. special, indirect, consequential, incidental or punitive damages; or
 - ii. damages for loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data,

whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

- f. Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

12. Limitations of Liability

To the maximum extent permitted by law no party involved in creating, producing, or delivering rentbay.co.za will be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use rentbay.co.za, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

13. Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website.

14. Privacy policy

In using the Website, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our privacy policy, which forms a part of these terms and conditions.

15. Force majeure

Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.

16. General

1. If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
2. These terms and conditions are governed by the laws of Johannesburg, South Africa, and you irrevocably submit to the exclusive jurisdiction of the courts of Johannesburg, South Africa.
3. These terms and conditions constitute the entire agreement between us and you in relation to the Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website.
4. Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.
5. The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.
6. The word "including" when used in these terms and conditions is not a term of limitation.