



Terms and Conditions of Use

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEB SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS SITE THE USER AGREES AND IS DEEMED TO HAVE AGREED TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEB SITE OR ON ANY WEB SITE ON WHICH A USER IS REQUIRED TO REGISTER BEFORE USING THIS SITE.

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Definitions

"bond originator" means a person or entity which sources mortgage bond finance;

"consumer" means any natural person (not a company, CC, trust etc) who enters or intends entering into an electronic transaction with this site as the end-user of the goods or services offered by this site;

"ECT Act" means the Electronic Communications & Transactions Act 25 of 2002 (available from http://www.internet.org.za/ect_act.html);

"estate agency" means an entity recognised as such by the Estate Agency Affairs Board and holding a valid and current registration as such;

"estate agent" means a person certified as such by the Estate Agency Affairs Board and holding a current and valid Fidelity Fund Certificate

"this website" means <http://property.iol.co.za> and www.iolproperty.co.za and all sub pages thereof excluding links to external sites;

"user" means any person accessing any part of the website;

"website owner" and/or **"we"** means Independent Online Property Joint Venture (Pty) Ltd;

Use of this site

1. The Property Service comprises information, content, applications and other features, which may include (but is not limited to)
 - a. advertising services,
 - b. property and general news,
 - c. e-commerce services,
 - d. bond calculators and other relevant applications,
 - e. interactive chat rooms,
 - f. classified property advertising,
 - g. trading sites,
 - h. bond originator services,
 - i. estate agent services
 - j. news groups and
 - k. forums (moderated and unmoderated)provided by the website owner and third parties with whom it has contracted.
2. The Property Service offers online advertising space to users:
 - a. IOL accepts responsibility, subject to these terms and conditions, for all aspects of transactions relating directly to the sale of advertising space.
 - b. IOL is in no way associated with goods offered for sale or lease by users or advertisers and in no way represents such users or takes responsibility for such goods or services.
 - c. IOL is furthermore in no way associated with advisory services, included but not limited to financial, estate agent and bond origination services, and does not represent the providers of such advice or take responsibility for such advice.
3. Use of this web site is strictly and at all time at the sole risk of the user. If you do not agree with these terms and conditions you may not use the services provided by this website.
4. Users, advertisers and/or subscribers are advised to seek out independent professional advice in respect of any transaction which they may contemplate entering into as a result of the use of the Property Service and acknowledge that the website owner takes no responsibility for any transaction entered into as a result of use of the Property Service.
5. Unless otherwise indicated, users are welcome to copy, download or print out any of the visible text or images on this web site for personal and non-commercial use.
6. USERS WISHING TO UTILISE CONTENT FOR THEIR OWN COMMERCIAL PURPOSES MAY ONLY DOING SO WITH THE PRIOR WRITTEN PERMISSION OF THE WEB SITE OWNER. REQUESTS FOR COMMERCIAL USE MAY BE SUBMITTED BY [CLICKING HERE](#). THE GRANTING OR REFUSING OF PERMISSION IS COMPLETELY WITHIN THE DISCRETION OF THE WEB SITE OWNER, AND MAY BE CONDITIONAL.
7. Any use of the content or any other part of this web site, including any content sent to third parties or other users, advertisers and/or subscribers, must be clearly accompanied by the

following: "© Independent Online Property Joint Venture (Pty) Ltd [insert year in which content is copied]. All rights reserved."

8. The web site owner may, in its sole discretion, amend these terms and conditions from time to time at which time the new terms and conditions will immediately come into effect in respect of further usage.

Amendments to content and information

9. The web site owner expressly reserves the right in its sole discretion to affect any amendment or alteration to the content and information, including pricing and rates, set out in this web site.
10. Users acknowledge that it is their responsibility to familiarise themselves with any amendment or alteration affected.

Owner information & required disclosures under section 43 of the ECT Act

11. Please submit any query in respect of these Terms & Conditions or the use of this web site to us in any of the following ways:

Web site owner: Clidet Number 856 (Pty) Ltd

Registered Number: 2008/020335/07

Directors: Nazeem Howa, Mohamed Davidson, Grant Leigh, Shaun Minnie, Dominic Rabinowitz

Tel. + 27 21 510 0943

Fax. +27 86 546 1046

E-mail: helpme@iolproperty.co.za

Physical Address

122 St Georges Mall
Newspaper House
Cape Town
8000

Postal Address:

c/o Property Trader
15 Voortrekker Road
Salt River
Cape Town

Registered Address:

122 St Georges Mall
Newspaper House
Cape Town
8000

No offer

12. **Users should regard nothing contained in this web site as an offer** but rather as an invitation to do business.

Disclaimers

13. THIS ENTIRE WEBSITE, INCLUDING TEXT, APPLICATIONS, DESIGN, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**". THE WEB SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEBSITE, APPLICATIONS OR THE INFORMATION CONTAINED IN IT.
14. Subject to Chapter 7 of the ECT Act, the web site owner, its officers, employees, suppliers, ISPs, partners, affiliates (including third parties with which IOL has contracted in order to provide the Property Service) and agents, shall not be liable for any damage, loss or liability, howsoever arising, incurred by users or any other persons and resulting from the use or inability to use this website.
15. Subject to Chapter 7 of the ECT Act and to the fullest extent possible under the applicable law, the website owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this site in any manner.
16. The website owner has no control over third party content and features which can be accessed through the use of this web site and does not examine or edit such content and features or act as an agent for third parties accessible through this web site. As such and to the fullest possible extent permissible under law the web site owner disclaims any liability whatsoever for any loss or damage arising from the use of third party web sites, contents and features.

INDEMNITY

17. USERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE WEB SITE OWNER, ITS OFFICERS, EMPLOYEES, ISPs, SERVANTS, SUBCONTRACTORS, PARTNERS, SUBSIDIARIES AND AFFILIATES (INCLUDING THIRD PARTIES WITH WHICH IOL HAS CONTRACTED IN ORDER TO PROVIDE THE PROPERTY SERVICE) FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USERS USE OF THIS WEB SITE, THIRD PARTY WEB SITES OR ANY OF THE SERVICES OFFERED THROUGH SUCH SITES IN ANY WAY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CONTENT.

CONSUMER RIGHTS & SECURITY

18. Please note that the ECT Act only extends consumer protection rights to natural persons acting as end-users of goods or services. The rights set out hereunder are accordingly only available to such persons.
19. Under section 42(1)(d) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply in respect of services which began with the consumer's consent before the end of the seven-day period referred to in section 44(1).
20. Under section 42(1)(f) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply where the goods
 - a. are made to the consumer's specifications;
 - b. are clearly personalised;
 - c. by reason of their nature cannot be returned; or
 - d. are likely to deteriorate or expire rapidly.

21. Under section 42(1)(h) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply to an electronic transaction for the sale of newspapers, periodicals, magazines and books.
22. Under sections 43(1) and (2) of the ECT Act the web site owner is required to disclose the information and procedures set out in these sections in respect of electronic transactions. In the event that a consumer proves that the web site owner has not set out the information and procedures as required then the consumer has the right to cancel the transaction within 14 days of receiving the relevant goods or services under the transaction.
23. Where a transaction has been so cancelled then
 - a. The consumer must return the performance of the supplier and/or immediately cease using the services performed; and
 - b. The supplier must refund all payments made by the consumer less the direct cost of returning the goods, if any.
24. Under section 43(5) of the ECT Act the supplier must utilise a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned.
25. Under section 43(6) of the ECT Act the supplier will be liable for any damage suffered by a consumer as a result of the failure to comply with section 43(5).
26. Users may obtain the details of any subscriber or property advertising transaction entered into by the relevant user through this site by clicking [here](#) and specifying full details of the transaction in question.

Payment

27. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa and the transaction currency is South African Rand (ZAR).

Delivery

28. This website sells online property advertising inventory and delivers through the publishing of property advertising submitted by users or subscribers. Such delivery may be subject to moderation and other qualifying procedures as set out in this website, or as per the specified requirements of the user or subscriber placing the advertising.

Return and refunds policy

29. Due to the nature of the service provided there is no restriction on availability, other than as set out in these terms and conditions or elsewhere on this website.
30. Where an order for a placement of an advert or adverts is cancelled other than in terms of any consumer rights which the user or subscriber may have under the ECT Act, a cancellation fee of R60 or 4% of the total value of the order, whichever is higher, will be levied to cover payment processing and administrative costs.
31. The cancellation fee will be applied where an advert is rejected as part of the moderation process.

Subscriptions

32. When making application to become a subscriber, users agree that:
- a. they will be irrevocably bound by the terms and conditions applicable to the use of this web site
 - b. they will provide full and accurate information
 - c. it is the user's responsibility to check and update information pertaining to their user account
 - d. on registration they will provide a username and password
 - e. registration is for a single user and a subscriber's username and password cannot be shared with any other person
 - f. a single username and password cannot be used to allow multiple access to other users over a network
33. Subscribers and users further undertake not to
- a. impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications
 - b. modify, access or make available any data stored on a computer device which has been accessed through the web site owner's network
 - c. make available or upload files that contain software or any other material not owned or licensed to the subscriber
 - d. make use of the web site to collect, harvest or otherwise obtain personal information relating to other users or subscribers.

Classified advertising

34. Additional terms and conditions in respect of classified advertising are specified on the section of the web site at which online transactions for classified advertising are entered into.
35. While the content of advertisements may be submitted online, the web site owner reserves the right, without assuming any liability therefore, to review and amend the content in its sole discretion.

Syndication

36. The web site owner offers a service whereby headlines featured on the web site may be displayed on a web site using RSS Feeds under an implied license. This service is available at no cost for non-commercial use.
37. Licences for commercial use of this service may be negotiated by the web site owner on application. For further information please [contact us](#).
38. The web site owner reserves the right in its sole discretion and for whatever reason to require users of the syndication service to immediately cease using it upon receipt of notification in this regard.

RECEIPT OF DATA MESSAGES

39. Data messages, including e-mail messages, sent by users to the web site owner shall be deemed to be received only when acknowledged or responded to.
40. A data messages sent by the web site owner to users shall be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

41. The web site owner reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such e-mail where necessary.

MONITORING AND INTERCEPTION OF DATA MESSAGES

42. In order to provide a relevant and secure service, and where required to do so under law, the web site owner may monitor and/or intercept electronic communications such as e-mail which are sent to this web site. To the full extent necessary under law the user hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

Submission of content

43. Any content, other than property advertising or where otherwise stipulated, received by e-mail or other data message will be assumed to have been submitted for publication free of charge, unless the sender clearly stipulates that payment for the content is required and includes all relevant contact and pricing information in the e-mail or other data message.
44. The publication of content, either on-line or off-line, is within the sole and exclusive discretion of the web site owner.

Security

45. While we take all reasonable security precautions and subject to , no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.
46. The following acts in connection with this web site are expressly prohibited:
- a. Gaining or attempting to gain unauthorised access to any web page or part of this web site;
 - b. Delivering or attempting to deliver any unauthorised or malicious code or content to this web site; and/or
 - c. Any amendment to or attempt to amend any of the content or any other part of this web site by unauthorised persons.
47. The website owner will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this web site or attempts to gain unauthorized access to any page on or part of this website.

Copyright and Intellectual Property protection

48. Copyright in all information, images, source codes and other original material contained in this web site which is not attributed to a third party, is held by or licensed to the web site owner. **THE WEB SITE OWNER ASSERTS AND RESERVES ALL ITS RIGHTS, INCLUDING MORAL RIGHTS, IN THIS REGARD.**
49. The web site owner grants to users a personal, non-exclusive, non-assignable and non-transferable license to use, print and display all content and information on any machine of which the user is the primary user for non-commercial purposes only.
50. If you believe that this site in any way infringes a third party copyright or other intellectual property right please [contact us](#) specifying the full details of the alleged infringement.

Privacy and Confidentiality of communications

51. Further information regarding the manner in which we respect the privacy of users' personal information is contained in our [Privacy Policy](#).

Advertising and sponsorship

52. This web site contains third party advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this web site complies with all applicable laws and regulations.
53. The web site owner accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

Automated searching

54. Automated transactions and searches are subject to these terms and conditions.
55. The use of malicious search technology is prohibited.
56. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.
57. Search technology which does not unduly retard the operation of this web site is acceptable but the web site owner reserves the right to prohibit any specific entity from employing search technology on the web site.

Hyperlinks, deep links & framing

58. Permission to link to this web site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this web site at any time and for any reason.
59. Hyperlinks and/or advertisements contained on this web site and directed towards other web sites or users are provided without any warranties or endorsements as to the content, suitability, accuracy or security of the site linked to. This web site in no manner controls or edits the content of sites or pages linked to, and disclaims all liability, direct or indirect, which may arise from the use or inability to use a link or a linked-to web site.
60. Use of the sites or pages linked to is accordingly exclusively at the risk of the user.
61. The express permission in writing of the web site owner, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be submitted through our [contact page](#).

Competitions and promotions

62. This web site may, from time to time, run competitions and other promotions. These will be subject to additional terms and conditions which will be made available to users and/or entrants at the applicable time.

Termination of this agreement

63. The web site owner reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this web site and/or to terminate the access rights of any user where, for example and without limitation:
- a. The web site owner regards the action or inaction of a user to constitute a breach of these terms and conditions;
 - b. The web site owner regards the action or inaction of a user to constitute abuse of the services offered through this web site;
 - c. Events beyond the reasonable control of the web site owner, including technical failures, prevent the continuing provision of the web site; and
 - d. Services provided by or in association with a third party are discontinued or otherwise rendered unavailable by such third party.

Domicilium address and Applicable law

64. The user hereby agrees that the law applicable to these terms and conditions of use, their interpretation and any matter or litigation in connection therewith or arising from them will be the law of South Africa.
65. This web site is owned, hosted and maintained within the Republic of South Africa.
66. When using this site and agreeing to these Terms and Conditions such use and agreement is deemed to have taken place in Cape Town, South Africa.
67. The website owner chooses at its address for all formal communications in terms of this agreement, including notices, requests and legal communications:

Physical Address

122 St Georges Mall
Newspaper House
Cape Town
8000

Fax: 086 546 1046

68. Users of this web site are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002.

Consent to jurisdiction & Costs

69. The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this web site, notwithstanding the fact that the amount of the claim may exceed the jurisdiction of such Court.
70. Notwithstanding the above the web site owner may, in its own discretion, elect to proceed with any claim, application or action in the High Court of the Republic of South Africa, Cape of Good Hope Division and, to the extent necessary, the user accepts such jurisdiction.
71. The user agrees that it will be liable for the legal costs, including tracing fees, on the scale as between attorney and client in respect of any legal proceedings commenced by the website owner as a result of any breach of these terms and conditions or any additional terms and conditions contained on this website.

Amendment of the terms and conditions of this Agreement

72. Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. Please refer to the last revision date at the foot of this page.
73. We will attempt to give notice of any amendments, but reserve the right to effect binding amendments, additions or deletions without notice.

Enforceability of this Agreement

74. Users may not cede, sub-license or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of this site.
75. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not effect the application or enforceability of the remainder of this Agreement.
76. These Terms of Use contain the record of the entire agreement between the user and the web site owner.
77. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Date of Last Review: 8 January 2009
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