

RealtyPA - App and Website Terms of Use



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1. Introduction

These are the general terms of the relationship between

- **you** – the App and Website visitor
- and **us** – RealtyPA (Pty) Ltd (2022/230374/07, also known as RealtyPA – the App and Website owner).

They cover any use of the App and Website. You agree to be legally bound by the terms by visiting and using this App and Website. Please do not use the App and Website if you do not agree to the terms. For your use of our services, please also see our [Terms of Service](#). For our terms on the use of personal information, please see our [Privacy Policy](#).

2. Definitions and interpretation

2.1. **Definitions.** In the agreement:

terms means the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the App and Website)

we, us, or our means our organisation, the owner of the App and Website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability

you or your means any visitor to this App and Website, including any other person, App and Website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2. **Interpretation.** If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the App and Website or have been specifically agreed between you and us.

3. Use of this App and Website

3.1. **Licence.** We grant you a limited licence to use this App and Website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this App and Website in a way these terms do not allow.

3.2. **Breach.** If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the App and Website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

3.3. **Framing and linking.** You may not frame this App and Website or any of its pages. You may only link to the home page of this App and Website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our App and Website or

intellectual property, unless we have given you written permission to do so.

- 3.4. **Virtual agents.** You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this App and Website, unless we have given you permission to do so.

4. Capacity

You promise that you are entitled to visit this App and Website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from a parent (or legal guardian) to do so.

5. Accurate information

You promise that you will only give accurate information to us and this App and Website.

6. Intellectual property

- 6.1. **Ownership.** Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this App and Website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.
- 6.2. **Trademarks.** Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.
- 6.3. **Restrictions.** Except as expressly permitted under the agreement, the App and Website may not be:
- modified or used to make derivative works;
 - rented, leased, loaned, sold or assigned;
 - reverse engineered or copied; or
 - reproduced or distributed.

7. Limits to our liability

- 7.1. **Own risk.** We provide the App and Website “as is”. We do not give any express or implied warranty or make any other promise about this App and Website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.
- 7.2. **Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your access to or use of this App and Website.
- 7.3. **Faults.** We will do our best to fix any fault in this App and Website as soon as reasonably practical after we discover it. This is the limit of our responsibility and liability for any fault in the App and Website.
- 7.4. **Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.
- 7.5. **Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 7.6. **Other App and Websites.** We are not responsible for anyone else’s App and Website.
- ## 8. General
- 8.1. **Entire agreement.** The terms are the entire agreement between the parties on the subject.
- 8.2. **Changes to App and Website.** We may change or stop publishing this App and Website without notice

and will not be responsible for any consequences.

- 8.3. **Changes to terms.** We may change the terms at any time by placing a notice on this App and Website or updating this web page. If you do not agree with the change, you must stop using this App and Website or the changed terms will apply to you.
- 8.4. **Facts about App and Website.** If an authorised administrator of this App and Website signs a letter confirming any fact related to the App and Website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the App and Website had at a particular time or date.
- 8.5. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 8.6. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 8.7. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.