

BRETAGNA ESTATE

WEBSITE TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. Please read these terms and conditions carefully as they contain important information on your legal rights and obligations, which, once accepted, constitute a legally binding contract between you and Bretagna.
- 1.2. By accessing and using this website, you agree to comply with and be bound by the Terms, as such term is defined below.
- 1.3. These Terms set out the terms and conditions applicable to the use, access, and viewing by you of the Media, or any part thereof, including the Content and any properties, products, or services connected with the Media.
- 1.4. These Terms will be binding on you until such time as they have been superseded or amended by publication of any updated terms and conditions pertaining to the use of the Media. For the avoidance of doubt, the privacy policy may not necessarily be amended simultaneously with the terms and conditions contained in this document. In the latter case, only that part of the Terms actually updated will supersede its predecessor.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In these Terms, unless inconsistent with or otherwise indicated by the context, the terms and expressions set out hereunder shall bear the following meanings, and cognate or derivative terms and expressions shall bear corresponding meanings:

"Agents" means directors, officers, employees, agents, professional advisers and/or any affiliate of either Party;

"Bretagna" means collectively –
- Bretagna Proprietary Limited, Registration Number:
2016/366998/07;

- Bretagna Estate Proprietary Limited, Registration Number: 2017/427274/07;
- Bretagna Retail Proprietary Limited, Registration Number: 2014/278737/07;
- Bretagna Square Proprietary Limited, Registration Number: 2017/427340/07;

"Content"

means any and all content displayed on or available via the Website or the Social Media Accounts from time to time, including (without limitation) Confidential Information, visual illustrations, artistic works, computer-generated visual renderings, schematic diagrams, photographs, images, drawings, trademarks, logos, video, graphics, texts, artistic works, literary works, programmes, software, sound recordings, marketing material, list of service providers, lists of clients, lists of strategic partners, forms, price lists, site layout plans, including downloads in any format of any of the foregoing;

"Information"

means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs, in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary and/or confidential or not;

"Intellectual Property"

means any copyrights, patents, trademarks, source code, object code, design rights, algorithms, data, formulas, internet domain names, rights in databases, social media identifications and tags, inventions, innovations, know-how, designs, logos, business names, service marks, reports, drawings, specifications, business methods and trade secrets, in each case whether or not registered or registrable, and including applications for the registration of any of these and the right to apply for the registration of any of these, and all rights or forms of protection of a similar nature or having

equivalent or similar effect to any of these which may subsist anywhere in the world;

"Media"	means collectively the Website and the Social Media Accounts;
"Party"	means, depending on the context, Bretagna, the User, or either one of them;
"Personal Information"	bears the meaning as ascribed to the term in the POPI Act;
"POPI Act"	means the Protection of Personal Information Act, 4 of 2013, as amended, including all regulations and schedules thereto;
"Social Media Accounts"	means any account on any social media platform, including (without limitation) Facebook, Instagram, LinkedIn, Twitter, owned and/or operated by Bretagna;
"Software"	means, generally, all computer software, and includes specifically (but without limiting the generality of the foregoing) all system software, application software, computer programs, computer applications, operating systems, and modules in every instance whether installed or not, whether operational or not, whether fully developed or not, including any updates, bug fixes, and permutations, owned by Bretagna and/or incorporated in the Website or the Social Media Accounts;
"Third Party"	means, in relation to any User, any person or entity who is not that User or Bretagna;
"Terms"	means the terms and conditions applicable to the use, access, and viewing by the general public of the Website and either/all of the Social Media Accounts, consisting collectively of these Terms (as updated from time to time) and Bretagna's Privacy Policy (available on the Website and incorporated herein by reference);

"User" or "you"	means any person or entity using, accessing, and/or viewing the Media, or any one of them, including such person's successors and permitted assigns;
"Website"	means any and all websites or applications owned and operated by Bretagna or by means of which Bretagna markets or provides information relating to any property, product or service offered by it from time to time, including the website available at the domain name www.bretagnaestate.co.za ;

2.2. Interpretation

Unless inconsistent with or otherwise indicated by the context, the following rules of interpretation shall apply to the content of these Terms:

- 2.2.1. Unless the context clearly indicates otherwise, words importing natural persons shall include a reference to juristic personae and vice versa; a reference to one gender includes a reference to the other gender; a reference to the singular includes a reference to the plural and vice versa;
- 2.2.2. When any number of days is prescribed in these Terms, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case, the last day shall be the next Business Day.
- 2.2.3. Clause headings appearing in these Terms are for reference purposes only and shall not affect the interpretation hereof;
- 2.2.4. The rule of construction that in the event of ambiguity the agreement shall be interpreted against the Party responsible for the drafting thereof shall not apply;
- 2.2.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition's clause, effect shall be given to it as if it were a substantive provision in the body of these Terms;
- 2.2.6. The expiration or termination of these Terms shall not affect such of the provisions of these Terms which expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 2.2.7. All expressions contained in the body of these Terms shall have the same meaning in all of the Annexures, and in any other attachments appended hereto from time to time;
- 2.2.8. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression through the Agreement;
- 2.2.9. Defined terms appearing in these Terms in title cases shall be given their meaning as defined, while the same terms appearing in lower cases shall be interpreted in accordance with their plain English meaning, and shall, unless the context otherwise requires, include the terms as defined;
- 2.2.10. Any reference to "**days**" shall be construed as calendar days unless qualified by the word "**business**", in which instance a "**business day**" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "**business hours**" shall be construed as being the hours between 08:00 (eight o'clock) and 17h00 (five o'clock) on any business days;
- 2.2.11. No provision of these Terms shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to these Terms;
- 2.2.12. The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it; the application of the *eiusdem generis* rule is excluded.
- 2.2.13. Any reference to "**material**" shall mean, when used in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to such the event, condition, circumstance, effect or item.

3. CONDITIONS OF USE

- 3.1. The Content and the publication thereof on the Media is intended by Bretagna to be informative in nature, purposed to inform the general public on its current and prospective business affairs and property development, to market certain goods and services to the general public, and to invite members of the general public to make contact with Bretagna. **No part of the Content shall**

be construed as being an express, tacit, or implied offer to contract, and no part thereof shall be capable of forming any binding contract between the User and Bretagna on account of the taking any form of action in respect of the relevant Content.

- 3.2. Apart from being entitled to use, access and view the Media and the Content, the User shall be prohibited from copying, storing, modifying, redistributing, reverse-engineering, downloading (except for caching purposes), data-mining, contaminating, decompiling, circumventing the technical limitations of, republishing, publicly displaying, selling, renting, sub-licensing, or otherwise misappropriating the Content (or any part thereof), the Media (or any part thereof), or the Software (or any part thereof) without the prior written authorization of Bretagna. By making certain functionalities and documents available for use and downloading, Bretagna is deemed to have authorized such actions but only to the extent that they are available without external circumvention of any technical limitations.
- 3.3. A User who is a minor will be prohibited from responding or otherwise acting upon (to an appreciable extent) any Content published upon the Media, including any invitation to engage Bretagna for the purpose of transacting business.
- 3.4. Use of the Media by the User will be at its sole risk.

4. RESTRICTIONS ON USE

- 4.1. The User hereby agrees that it will not itself, nor procure or knowingly permit that a Third Party take any of the following actions to any extent whatsoever:
- 4.1.1. The User shall not use the Website for any purpose other than for personal purposes and obtaining additional information regarding Bretagna;
- 4.1.2. Without derogating from the generality of the foregoing, it is expressly agreed that the User shall not use the Website for commercial purposes or for transmitting submissions that contain marketing or promotional materials;
- 4.1.3. Information made available to the User on the Website shall under no circumstances be used for any unlawful or illegal purpose or activities whatsoever;
- 4.1.4. The User shall not participate in activities with the purpose of obtaining, enticing, soliciting, or otherwise recruiting Users to join an organisation, except where allowed by law or with expressed authorisation to do so;

- 4.1.5. The User shall not contravene or circumvent any applicable laws or regulations in a manner that will violate the Intellectual Property rights of any other person or the right to privacy of such person;
- 4.1.6. The User shall not upload any information or content onto the Website that could offend or infringe on the rights of the reasonable person also using the Website, and from distributing any offensive, violent or sexually inappropriate content;
- 4.1.7. The User shall under no circumstances whatsoever transmit any submissions that are unlawful, emotionally and physically harmful, defamatory, threatening, abusive, harassing, hateful, sexually explicit, loutish, blasphemous, indecent or which may violate any person's personal rights;
- 4.1.8. The User shall not act in a manner that could, reasonably and objectively appraised, be considered to bring Bretagna into disrepute, or cause the good name of Bretagna to be blemished, intentionally or otherwise;
- 4.1.9. The User shall not make available, copy, reproduce, alter, or modify any Content stored on or retrieved through the Website in any other manner other than on the Website;
- 4.1.10. The User shall not make available or upload files that contain software of any other material not owned or duly licensed by the User;
- 4.1.11. The User shall not utilize or collect the Content for the purpose of benefiting a competitor of Bretagna;
- 4.1.12. The User shall not attempt to gain access to any unauthorized part of the Website;
- 4.1.13. The User shall not transmit submissions on the Website which contain viruses or any other destructive or harmful features, irrespective of the intention in doing so;
- 4.1.14. The User shall not hyperlink other internet websites with the Website by using the Website itself, its site address, icons or via any other means available;

- 4.1.15. The User shall not perform any action which imposes an unreasonable or disproportionately large load of traffic on the Website, or that impedes its proper and ready operation;
- 4.1.16. The User shall not restrict or inhibit any other user from utilizing and enjoying the Website;
- 4.2. All prohibitions contained in this clause 4 (the “**prohibited conduct**”) shall apply to other parties acting upon the instructions or on behalf of the User, and in this regard, Bretagna reserves the right to hold both the acting party and the User liable for the commission of any prohibited conduct.

5. **CONTENT**

- 5.1. All Content published on or by means of the Media is for informative purposes only and is only to be used as a guideline.
- 5.2. The Content or any part thereof may at any time be removed or changed by Bretagna without notice to the User.
- 5.3. The goods and services represented by the Content or any part thereof is subject to change or influence from variable and/or unforeseen factors even though the Content may not have been updated to reflect such change.
- 5.4. Access to the Media, or any part thereof, or the Content, or any part thereof, may at any time be restricted by Bretagna in its sole and absolute discretion and without notice to the User.

6. **PERSONAL INFORMATION**

- 6.1. The User acknowledges that its use of the Media may require it to submit certain Personal Information to Bretagna via the Media.
- 6.2. To the extent that Bretagna’s operating of the Media constitutes the processing of Personal Information, it shall be deemed to be an operator, as these terms are defined in the POPI Act.
- 6.3. The User hereby consents to the processing by Bretagna (and/or its Agents) of the User’s Personal Information for the legitimate, business-related purposes of compiling a centralized database of Users and providing these Users with marketing or other information related to its business (the “**Specific Purpose**”).

- 6.4. Bretagna shall, and the User consents and agrees to each of the below actions by Bretagna –
- 6.4.1. Process the User's Personal Information only for the Specific Purpose;
 - 6.4.2. not alter the contents of the User's Personal Information or disclose (or permit the disclosure by any of its Agents) the User's Personal Information to any Third Party unless so authorized by the User;
 - 6.4.3. store the User's Personal Information in a centralized database that will be accessible to Bretagna and its Agents;
 - 6.4.4. make the User's Personal Information available only to its Agents and service providers for the Specific Purpose;
 - 6.4.5. obtain the User's prior written consent for the disclosure of its Personal Information to any Third Party not being an Agent or service provider of Bretagna that requires the Personal Information for the Specific Purpose;
- 6.5. Notwithstanding any express, tacit or implied provision to the contrary, Bretagna shall not be under any obligation to ensure the reliability or accuracy of the User's Personal Information to which it gains access or which is provided to it, by whatever means (including unlawful or erroneous means), and the User hereby indemnifies Bretagna against any claims instituted against, or losses and/or damage suffered by, it arising out of or in connection with the User providing inaccurate Personal Information, whether deliberately or negligently.
- 6.6. Notwithstanding the obligations set out above, Bretagna does not guarantee that unauthorized Third Parties will not be able to defeat the security measures imposed to keep the User's Personal Information safe from theft or corruption, or to otherwise compromise the security or integrity of the physical, technical, administrative, or organizational safeguards put in place by Bretagna for the protection of the User's Personal Information.
- 6.7. The User may at any time withdraw its consent for the processing of its Personal Information by Bretagna for the Specific Purpose, in which case Bretagna shall be obliged to remove the User's Personal Information from the database and to stop sending the User any marketing information.

7. EXTERNAL LINKS

- 7.1. Links to external websites or social media platforms (the “**External Sites**”) may from time to time be provided on or by means of the Media.
- 7.2. By making these links available to the User, Bretagna in no way acknowledges that it is affiliated with the owners/operators of the External Sites, nor that it operates, controls, endorses or is in any way connected with these External Sites and the content made available thereon.
- 7.3. Links to the External Sites are provided for the convenience and information of the User, ***and Bretagna does not warrant any aspect or characteristic of these links or the External Sites and the content available thereon, nor does Bretagna accept any liability for any loss or damage of the User arising out of the access, use or reliance upon the External Sites or any content published thereon.***
- 7.4. The User acknowledges that the External Sites may have their own sets of terms and conditions governing the use thereof, and the User will consequently not be entitled to rely on these Terms in relation to its use of the External Sites.

8. INTELLECTUAL PROPERTY

- 8.1. ***The right, title and beneficial ownership in and to any and all Intellectual Property incorporated in the Media, or any part thereof, or the Content, or any part thereof, shall remain vested exclusively in Bretagna (the “Bretagna Intellectual Property”).***
- 8.2. Bretagna hereby grants the User a non-exclusive, limited, non-transferable right to use, access, and view the Bretagna Intellectual Property for the limited purpose of using the Media according to these Terms.
- 8.3. No tacit or implied agreement or license for the exploitation of the Bretagna Intellectual Property will come into force purely by reason of the User being permitted to use the Media according to these Terms.
- 8.4. The User shall not be entitled to copy, store, distribute, sub-license, reverse engineer, disable, delete, modify, re-code, commercialize, exploit, prepare derivative works of, circumvent technical limitations, circumvent security features, or otherwise misappropriate, or attempt to do any of the foregoing, the Bretagna Intellectual Property.

9. LIMITATION OF LIABILITY

- 9.1. Bretagna does not warrant that the Media and the Content is error-free, accurate, fit for any purpose, or compliant with any standard, criteria or quality. All implied warranties are hereby excluded, including (without limitation) the warranties of merchantability, fitness for a particular purpose, non-infringement, security and accuracy.
- 9.2. ***To the maximum extent permitted by law, in no event shall Bretagna be liable to the User for direct, indirect, special, incidental or consequential loss or damage, business interruption costs, loss of data, profits, business, revenue, goodwill, anticipated savings or any delays suffered by the User, whether arising in contract, delict, or otherwise and whether or not foreseeable, arising out of or in connection with the use or inability to use the Media, the functionality or lack thereof of the Media, or any other cause related to the Media at any point in time.***
- 9.3. ***Bretagna shall under no circumstances be held liable for any errors or omissions in any documents published on or available for download via the Media.***
- 9.4. It is expressly agreed that if any limitation or provision contained or expressly referred to in this clause 9 (Limitation of Liability) is held to be invalid under any applicable statute or rule of law, it will be deemed omitted only to the extent of its invalidity.

10. FORCE MAJEURE

Delay or failure to comply with, or breach of any of the terms and conditions of, these Terms if occasioned by or resulting from an act of God or public enemy, power failures, breakdown of telecommunication networks or computers, the promulgation of new laws, fire, explosion, earthquake, perils of the sea, flood, war declared or undeclared, civil war, revolution, pandemic, lockdown, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing, whether or not foreseeable, will not be deemed to be a breach of these Terms nor will it subject either Party to any liability to the other.

11. DISPUTE RESOLUTION

- 11.1. If any dispute or difference arises between the Parties out of or in relation to or in connection with these Terms, or the interpretation thereof, or any breach thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference, shall forthwith

advise the other Party in writing thereof. Within 10 (ten) Business Days of receipt of such notice, the Parties shall meet and negotiate in good faith in order to resolve such dispute or difference.

- 11.2. Should the Parties fail to resolve such dispute or difference within 5 (five) Business Days of their meeting or such longer period as the Parties may agree in writing, any Party may refer such dispute or difference to mediation to be undertaken by a single mediator.
- 11.3. The Party referring the dispute to mediation shall, within 5 (five) Business Days of the Parties having failed to resolve the dispute in terms of clause 11.2, submit to the other Party in writing the names and occupations of 3 (three) persons proposed by it to act as mediator and request the other Party to agree to the appointment of any one of them in writing within 5 (five) Business Days of receipt of such notice.
- 11.4. In the event of the Parties being unable to agree on the appointment of a mediator, the Parties shall, within 5 (five) Business Days after the date of receipt of the notice in terms of clause 11.3, submit the dispute to the Arbitration Foundation of Southern Africa (“AFSA”) or its successors for AFSA administered mediation by one mediator, upon the terms set by the AFSA secretariat.
- 11.5. Failing such a resolution, the dispute if arbitrable in law, shall be finally resolved in accordance with the Rules of AFSA by an arbitrator appointed by AFSA.
- 11.6. The decision of the Arbitrator appointed by AFSA shall be final and binding on the Parties, and may be made an order of any court of competent jurisdiction, including its award in respect of the costs of arbitration. There shall be no appeal against such decision.
- 11.7. Nothing herein contained shall disallow any party to make application for an interdict or urgent relief in appropriate circumstances.
- 11.8. The Parties hereby irrevocably consent to the proceedings as set out in this clause 11.

12. SEVERABILITY

If any term, condition, provision or performance, or any part of a term, condition, provision or performance of these Terms is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of these Terms, or amended to

make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and these Terms so amended shall remain in force and effect.

13. GENERAL

- 13.1. These Terms constitutes the whole of these Terms between the Parties hereto relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these Terms not incorporated in these Terms, shall be binding on any of the Parties.
- 13.2. Failure or delay on the part of Bretagna in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 13.3. No rights granted to the User in terms of these Terms may be ceded, assigned, sub-licensed, or otherwise transferred to any Third Party without the prior written consent of Bretagna. To the extent that the Media provides for a User to create an account or user profile, a User may not provide access to such account or profile to any Third Party.
- 13.4. Use, access or viewing the Media, or any part thereof, by the User will constitute a deemed acceptance by that User of these Terms.
- 13.5. The User acknowledges that Bretagna reserves the right to amend the Terms at any time. The User is responsible for ensuring that it visits the Media regularly to review the Terms by which it is bound.

14. APPLICABLE LAW AND JURISDICTION

- 14.1. These Terms will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 14.2. The Parties hereby consent and submit to the exclusive jurisdiction of the Western Cape High Court of the Republic of South Africa in any dispute arising from or in connection with these Terms.