

# WEBSITE TERMS OF USE



Between:

**Agile Group SA (Pty) Ltd (“Agile”) and you (the “User”).**

AgileProp is a division of Agile Group SA which provides short term holiday accommodation rental services which provide a channel to contact Agile and submit a request for availability of a booking on the AgileProp website [www.agileproperty.co.za](http://www.agileproperty.co.za). To provide you with the best user experience and protect your interests and the interests of other members on our Site and/or App, we require all users of the Site and/or App to comply with the following Terms of Use and the Privacy Policy.

This website is owned and operated by Agile Group SA (Pty) Ltd registration number: 2020/166495/07 and **AgileProp is a division of Agile Group SA**. Throughout the site, the terms “we”, “us” and “our” refer to Agile. Agile offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

**WHEN YOU ACCESS, BROWSE OR USE OUR WEBSITE (SITE), YOU AGREE TO THESE TERMS OF USE AND PRIVACY POLICY ON THIS WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, YOU MUST IMMEDIATELY STOP ACCESSING OUR WEBSITE.**

**IMPORTANT NOTICE.** These terms of use regulate access to and use of this website. Please note that these terms of use are valid, binding and enforceable against all persons that access and/or use Agile’s website, web pages or any part hereof. The User is automatically bound by these terms of use by virtue of accessing this website. Our terms of use contain specific provisions to limit our liability. These terms of use have been set out in capital letters. The User should pay particular attention to these terms of use since they limit the User’s ability to recover losses which the User may incur in connection with the use of this website. If the User is not yet 18, the User must obtain his/her parents’ or legal guardians’ prior authorisation, permission and consent to be bound by these terms of use prior to accessing our website or using any of the services on our website.

1. **OWNERSHIP.** This website, the content hereof and the online services are the property of, and all proprietary rights therein, vest in Agile or its licensor/s. The User acknowledges that ownership of all intellectual property rights, including the trademarks indicated on the website (whether registered or not), vest in Agile or its licensor/s and that it is not authorized to use, amend or exploit any of the intellectual property rights, including the trade marks in any manner whatsoever, without the prior written consent of Agile. The User furthermore acknowledges that the information and documentation contained in or referred to in this website is the proprietary information and copyrighted material of Agile or its licensor/s and that no party is entitled to use or exploit in any manner whatsoever, any such proprietary information or copyrighted material without the prior written consent of Agile. The User shall not, other than for his personal and non-commercial use (a) store on his computer, or print copies of extracts from this website; (b) mirror or cache information provided via this website on his own server or other computer or

other storage facility of whatsoever nature; or (c) copy, adapt, modify or re-use the text or graphics from this website, without the prior written consent of Agile.

2. **NO IMPROPER USE OR UNLAWFUL CONDUCT.** The User hereby agrees not to use this website and services for any purpose that is unlawful, improper or prohibited by these terms of use. Improper actions include, but are not limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the Republic of South Africa and/or foreign territories in which the User resides or conducts business; activities designed to encourage unlawful behaviour by others; the invasion of the privacy of a third party; racially, ethnically, or otherwise objectionable behaviour; and activities designed to impersonate the identity of a third party.

3. **USE OF SERVICES.** The User agrees that it will only use this website, the information contained herein and the online services in respect of the specific purposes for which it is created. In using the website, information or online services, the User will not: (a) disrupt or interfere with any other user's enjoyment of such services or materials or any affiliated or linked sites; (b) upload, post or otherwise transmit any viruses or other harmful, disruptive or destructive files; (c) create a false identity; (d) use or attempt to use another's account, password, service or system without authorization from Agile; (e) access or attempt to access any service or content which the User is not authorized to access; (f) disrupt or interfere with the security of, or otherwise cause harm to, any system resources, accounts, passwords, servers or networks connected to or accessible through such feature or any affiliated or linked sites; (g) conduct any surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise); (h) threaten, defame, abuse, harass, stalk or otherwise violate the legal rights (including the rights of privacy and publicity) of others; (i) publish, post, upload, distribute or disseminate any defamatory, obscene, or unlawful topic, name, material or information; (j) upload or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, without limitation, copyright, trademark, patents, designs, privacy and publicity laws unless the User owns or controls the rights thereto or has received all necessary authority to do the same; (k) advertise or offer to sell or buy any goods or services for any purpose; (l) violate any laws or regulations of the Republic of South Africa or any other country applicable.

4. **LIMITATION OF LIABILITY.** THE USE OF THIS WEBSITE AND ONLINE SERVICES IS AT THE USER'S OWN RISK. IN NO EVENT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WILL AGILE GROUP SA, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, VIRUSES, WORMS, SPAM, WHETHER OR NOT AGILE GROUP SA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE ONLINE SERVICES OR INFORMATION, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE ONLINE SERVICES OR INFORMATION OR ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR LOSS OF DATA, FILES OR OTHER CONTENT, ANY SERVICES AVAILABLE THROUGH THE ONLINE SERVICES OR WEBSITE THAT ARE DELAYED OR INTERRUPTED, OR ANY WEBSITE REFERENCED OR LINKED TO OR FROM THE ONLINE SERVICES FEATURE.

5. **INDEMNITY.** The User hereby indemnifies and holds Agile, and its subsidiaries, affiliates, officers, agents, partners, employees and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) the

User's use of the website and/or online services; (b) the User's violation of these terms of use; or (c) the User's violation of any law, rule or regulation or the rights of any other person or entity.

6. **THIRD PARTY SITES AND SERVICES.** This website and online services may also make available other services, service providers, dealings, web sites and/or web pages operated by third parties offering material, information, products and online services (the "third party service"). The use of the third-party services and the use of information collected by the operators of such services / sites are governed by the terms of use and privacy policies found at such sites (if any). Third party services are made available only as a convenience, and the inclusion within the online services of any link to a third-party service does not imply endorsement by Agile of the operator of such site or any association between Agile and such operator. Any direct dealings between the User and any third party in connection with a third-party service, including the delivery of and payment for goods and/or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such third party or the operator of such site. Agile will not be responsible or liable for any part of any such dealings.

7. **NO WARRANTY.** Except as expressly provided otherwise in a written agreement between the User and Agile, and except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to the User in its jurisdiction; this website, online services, and services offered through or in association with such features, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, Agile and its suppliers make no warranty that (a) the website or online services will meet the User's requirements, (b) the website or online services will be uninterrupted, timely, secure, virus-free or error-free; or will be compatible with other software or applications to be used with or applied to, (c) the results that may be obtained from the use of the website, online service or other services and materials will be effective, accurate or reliable, (d) the quality of the website or online services will meet the User's expectations and (e) any errors in any software obtained from or used through the website or online services, or any defects therein will be corrected.

8. **ACCURACY OF INFORMATION.** The website and online services could include technical or other mistakes, inaccuracies or typographical errors. The information and services provided or referred to on this website may be out of date, and Agile gives no undertaking of any manner whatsoever to update such information and/or services.

9. **ACCURACY OF INFORMATION AND BOOKING** Agile reserves the right to refuse, decline, or not proceed with any booking enquiry, accommodation request, or reservation communication submitted through the Website, in its sole discretion. Submission of a booking enquiry through the Website does not constitute an automatic confirmation, acceptance, or guarantee of accommodation availability. All bookings remain subject to availability, owner approval where applicable, and confirmation by Agile in writing.

Agile may, in its sole discretion, limit, decline, or cancel accommodation requests where:

- the information provided is incomplete, inaccurate, misleading, or fraudulent;
- multiple enquiries are submitted by the same individual or entity;
- payment verification cannot be completed;
- the requested accommodation is no longer available; or
- the enquiry appears to be made for unauthorised commercial, reseller, or third-party booking purposes.

The User agrees to provide accurate, current, and complete information when submitting any booking enquiry, contact request, or accommodation reservation request through the Website, including full names, contact details, billing details, and any other information reasonably required by Agile to process the enquiry. The User further agrees to promptly update such information should any details change prior to confirmation of the booking.

Agile reserves the right to contact the User using the email address, telephone number, or other contact details provided in relation to any enquiry, reservation request, payment verification, booking clarification, or operational communication.

Where payments are required to secure a reservation, the applicable payment terms, cancellation terms, refund conditions, and booking policies will be communicated to the User prior to confirmation of the booking. No accommodation booking shall be deemed confirmed until written confirmation has been issued by Agile and any required deposit or payment has been successfully received and cleared.

All Website content, accommodation listings, rates, photographs, descriptions, and availability information are provided for informational purposes only and may be updated, amended, or withdrawn without notice. While Agile endeavours to ensure accuracy, it does not warrant that all Website information will always be complete, current, or error-free.

10. **OPTIONAL TOOLS.** Agile may provide you with access to third-party tools over which we neither monitor nor have any control nor input. The User acknowledges and agrees that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. Agile shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by the User of optional tools offered through the site is entirely at your own risk and discretion and the User should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). Agile may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

11. **PERSONAL INFORMATION.** The User’s submission of personal information through the Site and online store is governed by our Privacy Policy. Please view our Privacy Policy on this Site.

12. **MODIFICATION.** Agile reserves the right, in its sole discretion, to: (a) change these terms of use without notice to the User; (b) change the content and/or services available on or through the Website; (c) discontinue any aspect of the website or service(s) available from the Website; and/or (d) delete the website. The User is responsible for reviewing these terms of use each time it uses the website and online services. The User’s continued use of the website and online services constitutes the User’s agreement to the then current terms of use.

13. **WEBSITE MAINTENANCE, UPTIME AND DOWNTIME.** The Website is provided “as is” and has not been programmed to meet your particular requirements. The User shall use the Website and the Services at their own risk. Agile does warrant that the Website is compatible with your technology, equipment or software, or that your access to the Website will be uninterrupted or error-free. Agile will maintain the Website as and when it deems it necessary. Agile will monitor the performance of the Website and take all reasonable steps to ensure that the Website performs in a satisfactory manner 24 hours a day from Monday to Sunday, at least 99% of the time during a calendar year. This excludes the unavailability of the Website due to force majeure as provided for in clause 17. Downtime for scheduled maintenance will be

communicated via the Website if such downtime is estimated to be 2 hours or less, or via the Website and/or email on 48 hours prior notice, if it is estimated to exceed 2 hours. Where possible, Agile will not perform scheduled maintenance on Monday to Friday, from 09h00 to 17h00 (excluding South African public holidays). The User is responsible for procuring and maintaining their network connections and links to the Website, and all problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or links, including those arising from your internet service provider. Agile and its Personnel are not liable to you for any loss, damage, costs or claims which you may suffer as a result of being unable to access and use the Website during downtime for scheduled maintenance or otherwise, and you are not entitled to any refund or reduction in any fee as a consequence thereof.

14. **SUPPORT SERVICES.** If you have any difficulties when using or accessing the Website, the User can log a fault with Agile's support services by email at [agileprop@agilegroup.co.za](mailto:agileprop@agilegroup.co.za) or by phone on +27 83 3449212 between the hours of 08:00 to 17:00 (GMT + 2) from Monday to Friday, excluding South African public holidays.

15. **INTELLECTUAL PROPERTY.** All Website IP is the property of, or is licensed to, Agile, or is the property of a third party. By using the Website and/or the Services, you will not acquire any rights in or to the Website IP. The provisions of this clause 15 survive the termination of your services for any reason and remain binding on the parties.

16. **DISPUTES REGARDING THE CONTENT OF THE WEBSITE.** In the event of a dispute as to the content of these terms of use at any time, a certificate signed by the administrator responsible for maintaining the website shall be prima facie proof of the date of publication and content of the current version and all previous versions of these terms of use.

17. **FORCE MAJEURE.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labour disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

18. **GENERAL.** These website terms of use, together with the privacy policy posted on our website, sets forth the general rules and policies governing your use of our website. Depending on the User's activities when visiting our website, the User may be required to agree to additional terms of use. This agreement constitutes the entire agreement between the parties in respect of the subject matter hereof. In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid part or portion shall be deemed to have been struck out of the agreement. No waiver by Agile in respect of the User's actions or omissions with regard to any breach, failure or default in performance by the User, and no failure, refusal or neglect by Agile to exercise any right hereunder or to insist upon strict compliance with or performance of the User's obligations under this agreement, shall constitute a waiver of the provisions of this agreement, and Agile may at any time require strict compliance with the provisions hereof. These Terms of Use and any policies or operating rules posted by Agile on this site or in respect to The Service constitutes the entire agreement and understanding between the User and Agile and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

19. **SEVERABILITY.** In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

20. **TERMINATION.** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Use are effective unless and until terminated by either you or us. The User may terminate these Terms of Use at any time by notifying us that the User no longer wish to use our Services, or when the User cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, Agile also may terminate this agreement at any time without notice and the User will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the User access to our Services (or any part thereof).

21. **GOVERNING LAW AND JURISDICTION.** These terms of use will be governed by and construed in accordance with the laws in force in the Republic of South Africa.

22. **CHANGES TO TERMS OF USE.** The User can review the most current version of the Terms of Use at any time at this page. Agile reserves the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is the Users responsibility to check our website periodically for changes. The User's continued use of or access to our website or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

### 23. **CONTACT INFORMATION**

Questions about the Terms of Use should be sent to us at:

[agileprop@agilegroup.co.za](mailto:agileprop@agilegroup.co.za).