

JAWITZ WEBSITE TERMS AND CONDITIONS

THE USE OF THE JAWITZ WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS.

ACCESSING AND USING THE JAWITZ WEBSITE OR ANY PART THEREOF IMPLIES THAT YOU (“USER”) AGREE TO THE TERMS AND CONDITIONS BELOW.

For ease of reference, the breakdown of the applicable Terms and Conditions (click on any of the following headings to be transferred to the specific clause):

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|--|---|--|
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| 2. About us | 7. Security | 11. Termination |
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1. DEFINITIONS

- 1.1 “the Jawitz website” means the Jawitz website and all its pages and content, owned and operated by Jawitz Properties and located at <http://www.jawitz.co.za>;
- 1.2 “Jawitz” means Jawitz Properties (Pty) Ltd with registration number 1975/004544/07;
- 1.3 “content” means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.4 “ECT Act” means the Electronic Communications and Transactions Act 25 of 2002;
- 1.5 “Intellectual Property” means copyright (including but not limited to literary-, artistic-, musical- work, photograph, sound recording, computer programs, artistic works), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets.

2. ABOUT US

- | | |
|---|--|
| 2.1 Company name: Jawitz Properties (Pty) Ltd trading as Jawitz Properties; | 2.8 Fax : + 27 11 447 3113; |
| 2.2 Registration number: 1975/004544/07 | 2.9 Email : info@jawitz.co.za (for purposes of obtaining information or submitting comments); |
| 2.3 VAT number: 4820 121 921 | 2.10 Website address : www.jawitz.co.za |
| 2.4 Directors : Eskel Jawitz, Herschel Jawitz, Damon Jawitz and Russell Berkman; | 2.11 Type of Business : Founded in 1969, Jawitz Properties is one of South Africa’s leading residential property companies with an outstanding reputation and has as its cornerstone the excellence of its people. Jawitz Properties – is a reflection of both the historic success of the company and a commitment to the future under a new generation of leadership; |
| 2.5 Physical Address : Head Office - Ground Floor, Dunkeld Crescent Office Park, Albury Road, Dunkeld West, South Africa ; | |
| 2.6 Postal Address: P O Box 52309 Saxonwold 2132; South Africa; | |
| 2.7 Tel : + 27 11 880 3550; | |

For more information about us – [click here](#)

3. ALLOWED USE OF THE JAWITZ WEB SITE

- 3.1 Jawitz hereby grants the User a non-exclusive, non-transferable license, subject to the conditions below, to:
- 3.1.1 View / browse the Jawitz website;
- 3.1.2 Use content for personal and non-commercial purposes in accordance with the terms and conditions below;
- 3.1.3 Copy, download and print the content of the Jawitz website for purposes of executing - or with the intention to execute a transaction between the User and Jawitz or any of its agents;
- 3.2 **License conditions:**
- 3.2.1 Other than as agreed to above, the User may not use, copy, adapt, redistribute or modify the content or any part thereof or frame, “mirror”, data-mine or cache the Jawitz website or reverse engineer, copy, modify, download, distribute, decompile or create a derivative work of the software, or any part thereof without prior written permission from Jawitz. For any re-use or distribution of the content, you must make clear to others the terms and conditions applicable to the content available from the website;
- 3.2.2 User may not sublicense any of the content available from the website. User must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
- 3.2.3 User may not assign, transfer or sublicense the rights pursuant to this Agreement;
- 3.2.4 User agrees to supervise all usage by minors (younger than 18 years of age) of this website under User’s name or account;
- 3.2.5 In all of the aforesaid Licensed Rights, Jawitz must be acknowledged as the source of the material and the Jawitz’s contact details must be reflected accordingly;
- 3.2.6 User is not allowed to make false, speculative or fraudulent booking request(s);

- 3.2.7 User may not use the Jawitz website's communication facilities for purposes of unsolicited communications ("Spam") or to send or publish any content that is in violation of any law or that are obscene, defamatory, racist or offensive of nature or may result in the infringement of intellectual property;
- 3.2.8 The User's fair use and other rights are in no way affected by the above;

3.3 Hyperlinks to and from Jawitz website

- 3.3.1 This Web site may contain links to other websites operated by third parties. Jawitz do not endorse, or approve of the operators and / or owners of Third Party Web Sites, or operate or control in any respect any of the information, graphics and material on those Third Party Web Sites or guarantee that the website will be operation at all times;
- 3.3.2 Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third party website;
- 3.3.3 Jawitz makes no warranties or representations:
- 3.3.3.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of Third Party Web site content or products or services available through Third Party Web Sites; or
- 3.3.3.2 that Third Party Web Site content does not infringe the intellectual property rights of any person. Jawitz is not authorising or endorsing or otherwise condoning the reproduction of Third Party Web Site content by linking to it.
- 3.3.4 Jawitz expressly disclaims acting in any respect on behalf of Third Party Web Site operators and / or owners. Please note that third party sites may be subject to their own terms of use and privacy policies different from those of this site;
- 3.3.5 Hyperlinks to the Jawitz Web Site will be allowed, subject to the following conditions:
- 3.3.5.1 The User will be authorised to link to, but not replicate, content contained in Jawitz' web site;
- 3.3.5.2 The User may not present misleading or false information about Jawitz' services or products;
- 3.3.5.3 The User may not imply that Jawitz is endorsing or sponsoring your web site, or any services or products available from the web site containing the hyperlink;
- 3.3.5.4 The User may not use Jawitz' logos or trade marks without prior written permission from JAWITZ The User's web site may not contain content that could be construed as obscene, libellous, defamatory, pornographic, or inappropriate for all ages or contain materials that would violate any laws;
- 3.3.5.5 The shall be removed immediately at any time upon Jawitz' request pursuant to Jawitz' reserved rights to rescind its consent to allow the link;
- 3.3.5.6 All hyperlinks to link to the Jawitz web site must link to the Homepage. Links beyond the Jawitz home page may only be used with Jawitz' prior written consent;
- 3.3.5.7 Authorisation to link to the Jawitz Web site shall not create and/or constitute an employer/employee relationship or an agency or a partnership in any shape or form between the you and Jawitz nor authorise you to incur any liability on behalf of Jawitz;

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the Jawitz website or obtained via the interaction between itself and the Users are the property of - or license to Jawitz and may not be utilized outside the licensed terms as set out under these terms and conditions;
- 4.2 E-mail addresses, names, telephone numbers and fax numbers published on the Jawitz website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from Jawitz to utilise same.
- 4.3 Jawitz would be pleased to consider requests for permission to disseminate or use Jawitz content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: info@jawitz.co.za or on + 27 11 880 3550.

5. ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to the User as consumer:

- 5.1 Full price of goods or services available from Jawitz: Access and Account activation are free;
- 5.2 **Product / Service Prices**
- 5.2.1 The main service under the Jawitz website is to provide the User with property information and contact details of Jawitz agents and sales offices;
- 5.2.2 The price of each property for purposes of rent or purchase is displayed with each property selected on the Jawitz web site.
- 5.2.3 Property prices as per the Jawitz website will be subject to the conditions as explained under clause 9.1.5 below and whatever conditions available at the User's local agent / sales office;
- 5.2.4 Jawitz may change the prices at anytime without prior notice or discontinue certain content (property information) without any prior notice;
- 5.2.5 Properties presented on the Jawitz website will be subject to the conditions as available from the relevant sales offices / agent;
- 5.3 **Taxes and Costs**
- 5.3.1 All prices reflected on the Jawitz web site and under this agreement are excluded of applicable taxes and costs;
- 5.4 To view the services available from Jawitz website – [click here](#);
- 5.5 To lodge complaints e-mail: info@jawitz.co.za or use any of the contact details available on the Jawitz website under 'Contact Us' to inform us of your complaint.

6. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 6.1 We value your [personal information](#) and intend to give you as much control as possible over your personal information;

6.2 The purpose of this statement is to set out how we use Personal information that we may obtain about you. By either registering as a User of any services provided by Jawitz on the Jawitz website and by using the Jawitz website generally you agree to the following use:-

6.3 Use of your Personal Information

6.3.1 When you register on Jawitz website, utilise the services or use / browse the Jawitz website we may collect, store and use your personal information or any other additional information for purposes as set out below;

6.3.2 We may use personal information or any other requested information that the User provides or that is obtained by us:

6.3.2.1 To submit information about our services / products to the User;

6.3.2.2 To fulfil our agreement with User;

6.3.2.3 To register User with our website and to administer our website services;

6.3.2.4 To identify User when accessing and utilising the Jawitz website;

6.3.2.5 To ensure that User's requested services are delivered;

6.3.2.6 for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we offer that will enable us to communicate with User and other customers such relevant information;

6.3.3 By completing the Registration page ([click here](#)) the User agrees to the receipt of information on properties that may be identical or similar to the property fields you have completed during your registration. If, subsequent to registering with Jawitz, the User wishes us to discontinue forwarding you information as requested then the User must click on the "unsubscribe" hyperlink when the User receives Jawitz communication or follow the procedure as set out under clause 6.7.2 below;

6.3.4 Jawitz retains all rights to non-personal information collected and compiled by Jawitz.

6.4 Disclosure of User Information

6.4.1 We may give information about the User to the following, who may use it for the same purposes as set out above, excluding direct communications with you as set out under clause for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we offer that will enable us to communicate with User and other customers such relevant information:

6.4.1.1 to employees and agents of Jawitz to administer the website and communications to you by Jawitz;

6.4.1.2 agents or Jawitz franchisees who (on our behalf) profile your data so that we may tailor the goods/services we offer to your specific needs;

6.4.1.3 to anyone to whom we transfer or may transfer our rights and duties under our agreement with you;

6.4.1.4 if we have a duty to do so or if the law allows us to do so.

6.4.2 No log-in names or passwords will be disclosed to any third party, except those third parties responsible for the execution of the Jawitz website log-in facility;

6.4.3 Occasionally third parties may provide storage services to Jawitz. In those circumstances those third parties shall be required to enter into a Non Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions;

6.4.4 The user has a right to see its [personal information](#) that we keep about the User, either via the Jawitz User account access or upon receipt of a written request and payment of a fee (See Promotion of Access to Information Act 2 of 2000). If the User is concerned that any of the information we hold on him/her is incorrect please contact Jawitz immediately.

6.5 Cookies

6.5.1 Cookies may be used by us to understand the Users of our website better. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our website. Depending on the type of cookie we use, cookies also allow us to make our website more user friendly, for example, permanent cookies allow us to save the User's password so that the User does not have to re-enter it every time the User visits our website;

6.5.2 The User can usually adjust its browser so that the User's computer does not accept cookies. If the User does this, the User will still be able to browse around the site but the functions that allow the User to access an existing account or page that requires a username or password, will not be available;

6.5.3 Alternatively the User can adjust its browser to tell the User when a website tries to put a cookie on the User's computer. How the User adjust its browser to stop it accepting cookies or to notify the User of them, will depend on the type of internet browser programme the User's computer uses;

6.5.4 Please remember, cookies do not contain confidential information such as the Users' home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;

6.5.5 The User's browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to the User's computer during a browsing session whenever the User log on to the Internet via the User's internet service provider or the User's network (if you access the Internet from, for example, a computer at work). The User's IP address is automatically logged by our servers and used to collect traffic data about visitors to our websites. We do not use the User's IP address to identify the User personally;

6.5.6 We only keep cookies for the duration of the User's visit to our website, except where the User save his/her login name as referred to above.

6.6 Security

6.6.1 We endeavour to take all reasonable steps to protect the User's personal information. However, we cannot guarantee the security of any data the User disclose on-line. The User accepts the inherent security risks of providing information and dealing on-line over the Internet and will not hold Jawitz, its directors, employees or agents responsible for any breach of security unless this is due to our gross negligence or wilful misconduct;

6.6.2 Please take note that Jawitz may send User emails from time to time but we would never send an email asking for your log on details or bank details, or direct User to a web page that asks for this information.

6.7 General

- 6.7.1 Please be aware that our site may link to other websites which may be accessed through our site. We are not responsible for the data protection - or privacy policies or procedures or the content of these linked websites;
- 6.7.2 **How can I get my name removed for the jawitz.co.za mailing list?**
If you want to be removed from our mailing list, please send an email to info@jawitz.co.za with the words 'remove from mailing list' in the subject line and the email address that you wish to be removed within the email. Please note that it may take up to 10 days to action your request. In addition, each electronic mailing we send the User will contain details of how the User can un-subscribe;
- 6.7.3 **Contact Us**
If you have any comments or queries in connection with our privacy statement, please Email Customer Services at info@zawitz.co.za or write to Jawitz (see postal address above).

7. SECURITY

- 7.1 Although Jawitz is not obliged to provide security on the Jawitz website we feel it is important that Users information or any communication between Users and Jawitz is dealt with in the most secure manner reasonable possible, however because of the nature of the internet Jawitz can not warrantee that the security of your communication with Jawitz via the website is completely secure;
- 7.2 To provide adequate security to all Users of the website and to monitor activities prohibited under [section 86](#) of the ECT Act the User hereby agrees to Jawitz right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other Jawitz communication facility, e.g. email, Instant messaging – or fax to email application, subject to conditions as set out under the [Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002](#);
- 7.3 It is our policy to virus check documents and files before they are posted on this website. However, Jawitz cannot guarantee that documents or files downloaded from this website will be free from viruses and Jawitz do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for the User's own protection, the User must use virus-checking software when using this website. Further, the User shall not post or provide to Jawitz via this website, any document or file that may contain a virus. The User must virus check any document or file which the User intend to post or provide to us via this website. The User hereby indemnify Jawitz, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this website or the Jawitz or its service provider's infrastructure;

8. LIMITATION OF LIABILITY

- 8.1 Jawitz website and all materials found on the website are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose or suitability of the information, software or services;
- 8.2 Jawitz further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the Jawitz website. Jawitz may make changes / amendments to the Jawitz website, the policies, information described in the materials or content of these Terms and Conditions, at any time without notice. Jawitz reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. Jawitz makes no commitment to update the materials and may discontinue any part of the Jawitz website or services or certain software or version of certain software for the utilisation of the Jawitz website;
- 8.3 Jawitz and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the Jawitz website or performance of the Jawitz website or non-performance of the Jawitz website, i.e. Jawitz website not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of Jawitz or *force majeure* events, even if Jawitz have been advised of the possibility of such damages;
- 8.4 The User represents and warrant that al personal information provided on the Register page and thereafter are accurate and valid. Jawitz reserves the right to decline, at any time, any 'Register' request. Jawitz further do not warrantee the availability of the specific request under the 'Register' page, submitted by the User, at time of receipt at the User.

9. AGREEMENT AND ECOMMUNICATIONS

9.1 Formation and validity of this Jawitz website agreement

The User agrees that:

- 9.1.1 if the User is not a consumer, the User confirm that the User has authority to bind any business on whose behalf the User uses this website;
- 9.1.2 the User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein;
- 9.1.3 all information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement (see [section 11\(3\)](#) of the ECT Act);
- 9.1.4 Prices on the Jawitz website constitutes an invitation to do business and do not constitute offers. Except for the agreement on these terms and conditions, no other agreement shall be formed between the User and Jawitz via electronic communications. No sale of properties will be executed on the Jawitz website. The purpose of the Jawitz website is to advise you of available properties only. All property transactions will be executed via our selected agents at the sales offices as indicated on the Jawitz website ([click here](#));
- 9.1.5 Jawitz shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are placed on the Jawitz web site against incorrect prices, Jawitz will not be obliged to sell products / services at such incorrect prices;

9.2 Time and Place of communication, dispatch and receipt

- 9.2.1 [Data Messages](#) sent from Jawitz to the User have been sent from Jawitz's place of business;

- 9.2.2 Data Messages sent from Jawitz to the User is deemed to be received when complete message are outside the control of Jawitz (left the system of Jawitz);
- 9.2.3 Data Messages from the User to Jawitz are deemed to be received by Jawitz only when Jawitz respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Jawitz that it does give legal effect to the Message;

9.3 Expression of intent

- 9.3.1 The User acknowledges that all agreements, authorization or request under this agreement satisfies the "writing" requirement as per [section 12](#) of the ECT Act;
- 9.3.2 For purposes of Electronic Communications between User and Jawitz no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates the User's intent to be a party to this agreement;

9.4 Attribution of data messages to originator

- 9.4.1 The User agrees and warrants that the data message sent, from any Computer or device that are owned by the User or the User's employer or programmed by the User or on the User's behalf, to Jawitz was sent by the User or a person that had authority to act on the User's behalf in respect of the data message.

10. REFUND / CANCELLATION POLICY

- 10.1 There are no deliverables in terms of services or goods available from the Jawitz website, except the information as requested by the User under the 'Register' page or by contacting Jawitz or the information as may be provided by Jawitz from time to time on the Jawitz website. Therefore, section 44 of the ECT Act does not apply (no-cooling off period).

11. TERMINATION

These Terms and Conditions and the User's access to the website may be terminated at any time by Jawitz without notice. All restrictions, disclaimers and limitations of liability by Jawitz will survive termination, however, the User will no longer be authorised to access the website.

12. BREACH

- 12.1 If the User is in breach of the terms and conditions of this website, Jawitz reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
- 12.1.1 order for specific performance and damages;
 - 12.1.2 terminate this Agreement and claim damages;
 - 12.1.3 Institute criminal procedures where applicable and necessary;
- 12.2 All costs, charges and expenses of whatsoever nature which may be incurred by Jawitz in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

13. GENERAL AND MISCELLANEOUS

13.1 Sole record of agreement

These Terms and Conditions constitutes the sole record of the agreement between the User and Jawitz with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

13.2 No amendments except in writing

- 13.2.1 No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the User and Jawitz; and
- 13.2.2 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by User to Jawitz shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

13.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

13.4 Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

13.5 Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause :

- 13.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- 13.5.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such

manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

14. APPLICABLE AND GOVERNING LAW

The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

We recommend you print out a copy of these terms and conditions for your future reference.