



Propman Portal

PROPMAN PORTAL TERMS AND CONDITIONS

BY PLACING A TICK NEXT TO THE 'TERMS AND CONDITIONS' HYPERLINK AND CLICKING ON LOGIN YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

1. DEFINITIONS

- 1.1. "the Portal" means the PROPMAN PORTAL and all its pages and content, owned by PROPMAN PORTAL;
- 1.2. "PROPMAN" or "We" or "Us" means PROPMAN (a joint venture by Superior Platinum Solutions (PTY) Ltd and Anchor Software Solutions (PTY) Ltd;
- 1.3. "Content" means, but not limited to text, graphics, icons, links and other similar material on the Portal;
- 1.4. "Intellectual Property" means copyright (including but not limited to literary (including database and computer programs) -, artistic-, musical- works, photographs and sound recordings), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets and design rights (including all applications);
- 1.5. "Software" means the software utilised to give you access and use the Portal;

2. ABOUT US

- 2.1. NAME: PROPMAN
- 2.2. PHYSICAL ADDRESS: 17 Auret Road, Norton's Home Estate Benoni 1501.

3. LICENSE TO USE PORTAL

- 3.1. Unless otherwise stated, PROPMAN and/or its licensors own the intellectual property rights in the Portal and material on the Portal. Subject to the license below, all these intellectual property rights is reserved.
- 3.2. You may view, download for caching purposes only, and print pages [or [OTHER CONTENT]] from the Portal for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.
- 3.3. The license above is subject to you owning property or residing or renting property managed by PROPMAN SOFTWARE.
- 3.4. You must not:
 - 3.4.1. republish material from this Portal (including republication on another Portal);
 - 3.4.2. sell, rent or sub-license material from the Portal;
 - 3.4.3. show any material from the Portal in public;
 - 3.4.4. reproduce, duplicate, copy or otherwise exploit material on this Portal for a commercial purpose;
 - 3.4.5. edit or otherwise modify any material on the Portal; or
 - 3.4.6. redistribute material from this Portal [except for content specifically and expressly made available for redistribution.
 - 3.4.7. Where content is specifically made available for redistribution, it may only be redistributed within direct relation to PROPMAN.
 - 3.4.8. We do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any invitations to do business on the Portal you must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
 - 3.4.9. You may not use the Portal'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, defamation, racist or offensive of nature or may result in the infringement of intellectual property;

4. ACCEPTABLE USE

- 4.1. You must not use this Portal in any way that causes, or may cause, damage to the Portal or impairment of the availability or accessibility of the Portal; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.2. You must not use this portal to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 4.3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this portal **without PROPMAN's** express written consent.
- 4.4. You must not use this portal to transmit or send unsolicited commercial communications.
- 4.5. You must not use this portal for any purposes related to marketing without PROPMAN's express written consent.

5. RESTRICTED ACCESS

- 5.1. Access to certain areas of this portal is restricted. PROPMAN reserves the right to restrict access to [other] areas of this portal, or indeed this entire portal, at PROPMAN's discretion.
- 5.2. If PROPMAN provides you with a user ID and password to enable you to access restricted areas of this portal or other content or services, you must ensure that the user ID and password are kept confidential.
- 5.3. PROPMAN may disable your user ID and password in PROPMAN's sole discretion without notice or explanation.

6. USER CONTENT

- 6.1. In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this portal, for whatever purpose.
- 6.2. You grant to PROPMAN a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to PROPMAN the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 6.3. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or PROPMAN or a third party (in each case under any applicable law).
- 6.4. You must not submit any user content to the Portal that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaints.
- 6.5. PROPMAN reserves the right to edit or remove any material submitted to this portal, or stored on [NAME'S] servers, or hosted or published upon this portal.
- 6.6. Notwithstanding PROPMAN's rights under these terms and conditions in relation to user content, PROPMAN does not undertake to monitor the submission of such content to, or the publication of such content on, this portal.
- 6.7. From time to time certain third party content (i.e. not limited to homeowners association minutes and Estate Managers newsletters) will be uploaded to the Portal. We have no control over the content of said uploads and shall not be liable for any claims or damages that may result from such uploads. If you feel that any of the content uploaded are inaccurate or are offensive, then kindly notify Estate Management.

7. HYPERLINKS FROM THE PORTAL

- 7.1. The Portal may contain links to other websites operated by third parties. We do not endorse the operators and / or owners of third party websites, or operate or control in any respect any of the information, graphics and material on those third party websites or guarantee that it will be operation at all times;
- 7.2. Links to third party websites are included solely for your convenience. You, therefore, assume sole responsibility for the use of third party websites;
- 7.3. We make no warranties or representations:
 - 7.3.1. regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party website content or products or services available through third party website;
 - 7.3.2. or that third party Portal content does not infringe the intellectual property rights of any person.
- 7.4. We expressly disclaim acting in any respect on behalf of third party Portal operators and / or owners. Please note that third party websites may be subject to their own terms of use and privacy policies different from those of this site;

8. CONTENT STANDARDS

- 8.1. These content standards apply to any and all material that you contribute to the Portal (contributions), and to any interactive services associated with it, including but not limited to the Forum.
- 8.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 8.3. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions), comply with applicable law in the Republic of South Africa and in any country from which they are posted.
- 8.4. Contributions must not contain any material that is defamatory of any person, or any material which is obscene, offensive, hateful or inflammatory, or that promote sexually explicit material or violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. It should further not infringe any intellectual property rights of any other person or be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. It should also not promote any illegal activity or be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse. Contributions should further not contain any damaging code or viruses.

9. DEACTIVATION OF ACCOUNT

- 9.1. Your account will be revoked when you sell your property on the estate or vacate the property as a tenant.
- 9.2. Your account may further be deactivated if you breach any of these terms and conditions;
- 9.3. You will no longer be able to utilise the Portal nor will third parties be able to add or remove information from your account.

10. OTHER PARTIES

- 10.1. You accept that, as a limited liability entity, PROPMAN has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against PROPMAN's officers or employees in respect of any losses you suffer in connection with the portal.
- 10.2. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this portal disclaimer will protect PROPMAN's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as PROPMAN.

11. UNENFORCEABLE PROVISIONS

- 11.1. If any provision of this portal disclaimer is or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this portal disclaimer.

12. INDEMNITY

- 12.1. You hereby indemnify PROPMAN and undertake to keep PROPMAN indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by PROPMAN to a third party in settlement of a claim or dispute on the advice of PROPMAN's legal advisers) incurred or suffered by PROPMAN arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions.

13. BREACHES OF THESE TERMS AND CONDITIONS

- 13.1. Without prejudice to PROPMAN's other rights under these terms and conditions, if you breach these terms and conditions in any way, PROPMAN may take such action as PROPMAN deems appropriate to deal with the breach, including suspending your access to the portal, prohibiting you from accessing the portal, blocking computers using your IP address from accessing the portal, contacting your internet service provider to request that they block your access to the portal and/or bringing court proceedings against you.

14. VARIATION

- 14.1. PROPMAN may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this portal from the date of the publication of the revised terms and conditions on this portal. Please check this page regularly to ensure you are familiar with the current version.

15. ASSIGNMENT

- 15.1. PROPMAN may transfer, sub-contract or otherwise deal with PROPMAN's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.
- 15.2. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

16. SEVERABILITY

- 16.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. ENTIRE AGREEMENT

- 17.1. These terms and conditions, together with PRIVACY AGREEMENT, constitute the entire agreement between you and PROPMAN in relation to your use of this portal and supersede all previous agreements in respect of your use of this portal.

18. LAW AND JURISDICTION

- 18.1. These terms and conditions will be governed by and construed in accordance with SOUTH AFRICAN LAW, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of SOUTH AFRICA.

19. TIME AND PLACE OF COMMUNICATION, DISPATCH AND RECEIPT

- 19.1. Data messages sent from Us to you have been sent from Our place of business;
- 19.2. Data messages sent from Us to you is deemed to be received by you when complete message are outside the control of Our systems (left Our system);
- 19.3. Data messages from you to Us are deemed to be received by Us only when We respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Us that it does give legal effect to the Message;

20. EXPRESSION OF INTENT

- 20.1. You acknowledge that all agreements, authorization or requests under this agreement satisfy the “writing” requirement;
- 20.2. required; the mere sending of data messages or adding the tick to the box and click on Login
- 20.3. demonstrates your intent to be a party to this agreement or any subsequent agreement;
- 20.4. Attribution of data messages to originator
- 20.5. You agree and warrant that the data message sent under your login credentials (i.e. username and password), to Us was sent by you or a person that had authority to act on your behalf in respect of the data message.