

TERMS OF USE AND PRIVACY

1. INTRODUCTION

- 1.1 These terms of use ("Agreement") govern your rights of use of the Century City App.
- 1.2 This Agreement was last updated on 24 March 2021.
- 1.3 The owners of the Century City App are committed to protecting your privacy of the users of the Century City App as set out herein.

2. DEFINITIONS

- 2.1 "Century City App" means the online platform provided to you and other Stakeholders;
- 2.2 "Content" means all text, photos, video and other content you post on the Century City App;
- 2.3 "Data" means any data, including Personal Information, irrespective of the media or form, and specifically includes all data provided by you to us, which are processed and/or stored by us;
- 2.4 "Personal Information" shall bear the same meaning as it does in the Protection of Personal Information Act, 4 of 2013, as amended from time to time;
- 2.5 "Stakeholder" means all registered users of the Century City App;
- 2.6 "Third Party Supplier" means the cloud-based supplier contracted by Century City Property Owners' Association to process and/or store the Data on our behalf;
- 2.7 "Use" means any use of the Century City App, including but not limited to posting Content on the Century City App; and
- 2.8 "Verification Code" means the unique code which enables you to access your Century City App.

3. YOUR RESPONSIBILITIES

You undertake, represent and warrant that:

- 3.1 you have submitted accurate registration information;
- 3.2 your Use of the Century City App does not infringe on any copyright, intellectual property rights, or any other rights of any other person;
- 3.3 your Use of the Century City App will not result in a breach of any applicable law, contract or any other obligations of whatsoever nature to any third party;
- 3.4 you have the requisite legal capacity and competency to enter into this Agreement;
- 3.5 you will not Use the Century City App for any unlawful, immoral or offensive purpose and you will not Use the Century City App to communicate any material which is (in our sole discretion) obscene, defamatory, offensive, abusive, unlawful or otherwise unacceptable;
- 3.6 you will not use our copyrights or trademarks or any confusingly similar marks, except with our prior written permission; and

4. OUR RIGHTS

- 4.1 We can terminate or suspend your Century City App account or otherwise refuse service to you, if you breach this Agreement.

5. DISCLAIMERS

- 5.1 Unless otherwise expressly agreed by us in writing, the Century City App is provided "as-is", without any warranty of any kind, whether express, implied, statutory or otherwise, and we specifically disclaim all implied warranties, including any warranties of

merchantability, fitness for a particular purpose, and noninfringement, to the maximum extent permitted by law.

5.2 We do not warrant the comprehensiveness, correctness, or accuracy of the Century City App or its content or that the Century City App will be uninterrupted, current or error free.

5.3 You assume all responsibility and risk for your Use of the Century City App.

6. INDEMNITIES

You release us against any claim, demand, suit or proceeding made or brought against us by a third party arising from or based on your breach of your responsibilities under this agreement and/or a dispute with a Stakeholder or against any claim which arises out of the actions of Third Party Suppliers and/or Century City App associations over which we have no reasonable control (a "claim against us"), and shall indemnify us for any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a claim against us; provided that we

6.1 promptly give you written notice of the claim against us,

6.2 at our discretion, give you sole control of the defence and settlement of the claim against us (provided that you may not settle or defend any claim against us unless you unconditionally release us of all liability and indemnify us, to our satisfaction, against any loss or potential loss that we may suffer as a result of such claim),

6.3 provide to you all reasonable assistance, at your expense.

7. LIMITATION OF LIABILITY

7.1 In no event shall we have any liability to you for any loss of profits or revenues or for any special, incidental or consequential damages howsoever caused, whether in contract, delict or under any other theory of liability arising out of or in connection with this agreement, our software or the Century City App or the content thereof, whether such liability is as a result of our negligence and/or gross negligence.

7.2 This clause does not exclude loss suffered due to our wilful misconduct.

8. DATA COLLECTED

8.1 This clause explains our data processing practices and your options regarding the ways in which your Personal Information is used.

8.2 Century City App collects the details provided by you on registration together with Data we learn about you from your Use of the Century City App and your visits to our web site and other sites accessible from it.

8.3 We also collect Data about the transactions you undertake.

8.4 We may collect additional Data in connection with your participation in any promotions or competitions offered by us and Data you provide when giving us feedback or completing profile forms.

8.5 We also monitor customer traffic patterns and website use, which enables us to improve the Century City App.

9. USE OF DATA AND YOUR PREFERENCES

9.1 We will use your Data to provide and personalise our services.

9.2 We will also use your Personal Information to communicate with you.

9.3 We will prompt you once, within the Century City App, to elect to "opt in" to the use of your data for advertising/marketing purposes and, upon you "opting in", we may use your Data for advertising/marketing purposes, including sending you offers and news about

Century City App's products and services. Should you no longer wish to receive such advertising/marketing materials, you will be able to "opt out" within the settings of the Century City App.

- 9.4 We like to hear your views to help us improve the Century City App. From time to time, we may contact you by email to ask your opinions. If you do not want to be contacted for this purpose, please let us know at info@centurycity.co.za Please note that there may be instances where it may be necessary for us to communicate with you, in any event, for administrative or operational reasons relating to the Century City App.
- 9.5 We will not make unauthorised use of your Data and will take all reasonable steps to safeguard your Data.

10. DISCLOSURES OF YOUR PERSONAL INFORMATION

- 10.1 We will never disclose or sell your Personal Information to anyone else, except for any successors in title to our business and Third-Party Suppliers.
- 10.2 By providing any Data to us, you consent to such Data being made available to Third Party Suppliers in order for the Third-Party Suppliers to process and/or store the Data on our behalf.
- 10.3 We may also use and disclose information in aggregate (so that no individual customers are identified) for marketing and strategic development purposes.
- 10.4 If you have any requests concerning your Personal Information or any queries with regard to our processing, please contact us at info@centurycity.co.za

11. OTHER WEB SITES

- 11.1 The Century City App may contain links to other web sites which are outside our control and are not covered by this clause.
- 11.2 If you access other websites using the links provided, the operators of these sites may collect Data from you which will be used by them in accordance with their privacy policy, which may differ from ours.