

RENTBOOK: TERMS AND CONDITIONS

1. DEFINITIONS	2
2. INTERPRETATION.....	3
3. THIS AGREEMENT	4
4. COMMENCEMENT AND DURATION	4
5. FEES AND PAYMENT TERMS.....	4
6. INCREASE IN CHARGES	5
7. CONNECTIVITY.....	5
8. SECURITY	5
9. ACCESS CODES.....	5
10. CONSENT	5
11. AUDIT.....	5
12. USE AND CONTROL OF INFORMATION	6
13. OWNERSHIP OF INFORMATION	6
14. WARRANTIES AND INDEMNIFICATION.....	6
15. BREACH.....	7
16. SURETY.....	7
17. THIRD PARTY SERVICES.....	8
18. LETTERS AND NOTICES	8
19. INTELLECTUAL PROPERTY.....	8
20. CONFIDENTIAL INFORMATION	8
21. DATA PROTECTION.....	8
22. ECTA.....	9
23. JURISDICTION OF THE MAGISTRATES COURT / GOVERNING LAW	9
24. ENTIRE AGREEMENT / MUTUAL SUPPORT.....	9
25. GENERAL.....	9
26. RELAXATIONS / INDULGENCES.....	10
27. SEVERABILITY.....	10
28. SIGNATURE	10

Initial

1. DEFINITIONS

- 1.1. In this Agreement, unless the context requires otherwise, the words below mean the following:
- 1.1.1. **"Access Code"** means the personal access code to be supplied by TPN to the Customer on the Signature Date to enable the Customer to access the RentBook Services;
 - 1.1.2. **"Agreement"** means these terms and conditions;
 - 1.1.3. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
 - 1.1.4. **"CPA"** means the Consumer Protection Act 68 of 2008;
 - 1.1.5. **"Customer"** means the Party that signs up for access to and use of RentBook and the Rentbook Services online through TPN's website;
 - 1.1.6. **"Database"** means the TPN online database containing information on the behaviour, profile and creditworthiness of prospective tenants, clients or employees of the clients and customers of TPN, as compiled and organized by TPN and/or an online portal providing access to the Third Party Services, as the case may be;
 - 1.1.7. **"Data Protection Legislation"** means POPIA, ECTA, NCA, the Promotion of Access to Information Act No. 2 of 2000 and / or the Constitution of the Republic of South Africa No. 108 of 1996, and all applicable laws and regulations relating to the processing of Personal Information and privacy;
 - 1.1.8. **"ECA"** means the Electronic Communications Act 36 of 2008;
 - 1.1.9. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;
 - 1.1.10. **"Effective Date"** means the Signature Date or the date upon which TPN provides the Customer with its Access Code, whichever occurs first in time;
 - 1.1.11. **"Electronic Signature"** means a signature completed via use of the TPN Electronic Signature System, or by any other means in accordance with section 13(2) and (3) of ECTA;
 - 1.1.12. **"Expression of Intent"** means an acceptance of this Agreement, as contemplated in section 13(5) of ECTA, which includes the ticking of the appropriate terms and conditions box online;
 - 1.1.13. **"Fees/s"** means the fees due and payable by the Customer to TPN in respect of access to RentBook and the supply of the RentBook Services, and any other amounts listed on an Invoice;
 - 1.1.14. **"Initial Period"** means a period of 12 (Twelve) months from the Effective Date;
 - 1.1.15. **"Invoice"** means a tax invoice or commercial invoice issued by TPN to the Customer in respect of the supply of the RentBook Services, from time to time;
 - 1.1.16. **"Juristic Person"** means any juristic person of whatever nature including a body corporate, association, company, close corporation, trust or partnership (whether or not having separate legal personality);
 - 1.1.17. **"NCA"** means the National Credit Act No. 34 of 2005;
 - 1.1.18. **"Parties"** means TPN and the Customer and "Party" means either one of them, as the context may indicate;
 - 1.1.19. **"Payment Profile"** means a factual information pertaining to the payment profile of the person or consumer in question;
 - 1.1.20. **"Payment Profile Data"** means all information, of whatsoever nature, on the behaviour, profile and creditworthiness of any of the tenants, clients or employees of the Customer, as the case may be; as compiled and organised by the Customer;
 - 1.1.21. **"Personal Information"** has the meaning ascribed to it in POPIA;
 - 1.1.22. **"POPIA"** means the Protection of Personal Information Act 4 of 2013;
 - 1.1.23. **"Prime Rate"** means a rate of interest per annum which is equal to the published minimum lending rate of interest per annum, compounded monthly in arrears and calculated daily, charged by TPN's principle bankers on the secured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time and, in the event of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose authority and designation it shall not be necessary to prove and whose decision shall be final and binding on the Parties;
 - 1.1.24. **"RentBook"** means TPN's web-based property management system that facilitates the user's billing and management of property-related information;
 - 1.1.25. **"RentBook Services"** means any services provided by TPN and / or the Third Party Service Provider in relation to RentBook from time to time;
 - 1.1.26. **"RentMaster"** means Equillore Lease Dispute Management (Pty) Limited, trading as Rentmaster, with registration number 2001/027904/07, which operates as a rental guarantee service provider;

Initial

- 1.1.27. **"Sign"** means (i) a handwritten signature; (ii) an Electronic Signature or (iii) the acceptance of this Agreement through an Expression of Intent by or on behalf of the Customer;
- 1.1.28. **"Signature Date"** means the date of signature of this Agreement by the Customer online through the RentBook website;
- 1.1.29. **"South Africa"** means the Republic of South Africa, as constituted from time to time;
- 1.1.30. **"Third Party Services"** means those services provided by Third Party Service Providers;
- 1.1.31. **"Third Party Service Providers"** means Rentmaster and any other third party service provider appointed by TPN from time to time in relation to RentBook;
- 1.1.32. **"TPN"** means TPN Group Proprietary Limited, a company incorporated in accordance with the laws of South Africa under registration number: 2002/032126/07, situated at Bradenham Hall, South Block First Floor, 7 Mellis Road, Rivonia, 2128, Gauteng;
- 1.1.33. **"TPN Electronic Signature System"** means TPN's web-based electronic signature system, that facilitates the Customer's electronic Signing of (i) this Agreement, (ii) any other documents generated in terms of or in relation to this Agreement; or (iii) any other document generated by TPN, by means of a two-step authentication process, in accordance with section 1, read with section 13(2) and 13(3) of ECTA;
- 1.1.34. **"VAT Act"** means the Value-added Tax Act 89 of 1991;
- 1.1.35. **"VAT"** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time; and
- 1.1.36. **"Writing"** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents and facsimile transmissions, together with information or data in electronic form.

2. INTERPRETATION

- 2.1. Any reference in this Agreement to:
 - 2.1.1. a **clause** is, subject to any contrary indication, a reference to a clause of the main body of this Agreement;
 - 2.1.2. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and
 - 2.1.3. **person** means, unless the context indicates otherwise, any natural or Juristic Person, government, state, agency or organ of a state.
- 2.2. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.3. The headings do not govern or affect the interpretation of this Agreement.
- 2.4. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.
- 2.5. Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a Juristic Person; the singular includes the plural, and the plural includes the singular.
- 2.6. Any number of days prescribed in this Agreement excludes the first day and includes the last day.
- 2.7. The words "including" and "in particular" are without limitation.
- 2.8. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 2.9. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.10. A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.11. A time of day is a reference to Johannesburg time.
- 2.12. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.13. The cancellation or termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 2.14. No provision in this Agreement is intended to contravene or limit any applicable provisions of the CPA, NCA or POPIA.

Initial

3. THIS AGREEMENT

- 3.1. TPN grants the Customer the right to access and use RentBook, which right the Customer accepts, upon the terms and conditions set out in this Agreement.
- 3.2. Acceptance occurs and this Agreement comes into being on the Effective Date.
- 3.3. This Agreement comprises the only terms and conditions upon which TPN will do business with the Customer in relation to RentBook, and this Agreement will prevail in relation to the use of RentBook by the Customer, notwithstanding any terms or conditions contained in any other document offered at any time by TPN or otherwise brought to TPN's attention by the Customer. Other TPN terms and conditions may apply to other services rendered by TPN to the Customer, such as access to the Database by the Customer.

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement shall commence on the Effective Date and shall endure for the Initial Period, after which it will automatically be renewed for successive periods of 1 (One) month.
- 4.2. Either Party may terminate this Agreement by giving Written notice to the other Party of its intention to do so, provided that such notice shall be given at least 30 (Thirty) days prior to the expiry of the Initial Period (and not before this).

5. FEES AND PAYMENT TERMS

- 5.1. The Fees as at the Effective Date are set out on the RentBook website. The Fees can be accessed from:
<https://www.rentbook.co.za/#pricing>
- 5.2. Unless special arrangements regarding credit facilities have been arranged with TPN, payment of each Invoice shall be paid by the Customer within 30 (Thirty) days of the date stipulated on such Invoice. The Fees will be charged annually.
- 5.3. The Fees reflected on each Invoice are inclusive of VAT, notwithstanding that the Fees set out on the RentBook website are quoted exclusive of VAT.
- 5.4. Payments by the Customer shall not be deemed to have been received unless actually received by TPN at its offices or electronically paid into its bank account after all amounts have been cleared by the relevant financial institution.
- 5.5. The Customer shall not be entitled to make any deduction from the Fees payable by it to TPN in respect of any alleged rights to set off or counter-claims unless both the validity and the amounts thereof have been expressly acknowledged and admitted in writing by TPN.
- 5.6. The amount of the indebtedness of the Customer to TPN at any time shall be proven, on the face of it, by a certificate issued under the signature of any one of TPN's managers, whose office need not be proved. In addition, such certificate will be valid as a liquid document in any competent court for the purpose of obtaining summary judgment against the Customer and such certificate will be deemed to be sufficient particularly for the purposes of pleading or trial in any action instituted against the Customer.
- 5.7. The Customer shall not, under any circumstances, be entitled to withhold payment of any amount due under this Agreement. In the event that the Customer fails to make due and timeous payment of any amount owing to TPN under this Agreement:
 - 5.7.1. TPN shall be entitled to suspend the Customer's access to RentBook, and any other services provided by TPN to the Customer, until such time as the Customer has paid to TPN any outstanding amounts due in terms of this Agreement, including any interest which may have accrued thereon; and
 - 5.7.2. such outstanding amounts will bear interest at the Prime Rate from the due date until the date that TPN receives payment in full from the Customer.
- 5.8. Notwithstanding the provisions of clause 5.9, the Customer will, if called upon to do so by TPN, in its sole discretion, sign a debit order authorisation in favour of TPN in order to effect payment of the amounts due by it in terms of this Agreement.
- 5.9. If the Customer elects to pay the Fees via electronic transfer into the bank account of TPN, and TPN accepts such arrangement in its sole discretion, should the Customer subsequently fail to make timeous payment of any amount due in accordance with the provisions of clause 5.2, then the Customer hereby agrees that TPN may collect the outstanding Fees and all future amounts due to TPN by debit order and, in this regard, the Customer agrees to abide by the provisions of clause 5.8.
- 5.10. Should any debit order be returned for any reason whatsoever, the Customer will be responsible for reimbursing TPN for any fees debited to TPN's account by its bankers in connection with such return.
- 5.11. Further explanation on Fees:
 - 5.11.1. **The free version:** this version is available to Customers who have less than 20 (Twenty) managed leases. There are no restrictions in the software preventing the Customer from loading more than 20 (Twenty) leases, however, TPN will contact the Customer if it has consistently been managing more leases for a period of time, and the Customer will be required to select a payment option. The free version is available for both commercial and personal use.
 - 5.11.2. **The free trial version:** if the Customer is aware that it is going to be managing more than 20 (Twenty) leases, but would like to try out RentBook before committing to a purchase, the Customer can sign up for a trial version. TPN will contact the Customer after a period of use, in TPN's sole discretion, in order that the Customer can decide whether to downgrade to the free version, or to purchase a license.

Initial

5.11.3. **The licensed version:** If the Customer manages more than 20 (Twenty) leases, TPN requires the Customer to purchase a license to manage leases through Rentbook. Billing is based on the number of leases a Customer has under management on Rentbook, and is performed annually. The billing process is performed through TPN Credit Bureau and, as such, the Customer will also be required to subscribe to TPN Credit Bureau by accessing the TPN Website. The Customer hereby agrees to pay TPN the fees stipulated in this Agreement and <https://www.rentbook.co.za/#pricing>.

6. INCREASE IN CHARGES

- 6.1. TPN shall have the right, from time to time and, on 14 (Fourteen) days' notice in Writing, to increase the Fees.
- 6.2. Notwithstanding the provisions of clause 6.1, as at the Effective Date, TPN endeavours, where possible, to limit its increases to an annual increase in March of each year, save for increases of a statutory nature or basis, or increases occasioned by the increase in charges of Third Party Service Providers.

7. CONNECTIVITY

- 7.1. The onus of connecting to RentBook via an internet or dedicated connection rests solely with the Customer and the Customer shall bear all costs associated with such connectivity, which costs are not included in the Fees.
- 7.2. It is the Customer's responsibility to ensure that it possesses, or will possess, the hardware and software necessary to access RentBook. The Customer acknowledges that the provision of software and hardware necessary to access RentBook does not constitute a service rendered by TPN to the Customer.

8. SECURITY

TPN shall have the right to take whatever action and to implement whatever measures it may deem necessary, in its sole discretion, to protect the confidentiality, security and integrity of RentBook and the information contained therein.

9. ACCESS CODES

- 9.1. It is the Customer's responsibility to ensure that only authorised representatives of the Customer have access to its Access Code.
- 9.2. Any use of the Customer's Access Code by any person whatsoever (other than by the servants or agents of TPN) to gain access to RentBook will be deemed to be authorised use and the Customer will be responsible for all Fees resulting from such access.
- 9.3. Notwithstanding the provisions of clause 9.2, the Customer will use its best endeavours to keep the Access Code secure and to prevent any unauthorised access to such Access Code by any person or entity without the necessary authority.

10. CONSENT

- 10.1. The Customer warrants that it has obtained the requisite consent from all of its clients, tenants, customers and/or employees, as the case may be, prospective or otherwise that:
 - 10.1.1. the Customer may provide TPN with information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of its customers, clients, tenants and/or employees, as the case may be, for inclusion in the Database;
 - 10.1.2. the information as contemplated by 10.1.1 may be conveyed to, and accessed by, other users of the Database; and
 - 10.1.3. any failure by the customers, clients, tenants and/or employees referred to in clause 10.1 to meet their obligations to the Customer, and any other information concerning the performance by such customers, clients, tenants and / or employees of their obligations to the Customer, may be recorded with TPN for inclusion in the Database.
- 10.2. The Customer hereby authorises TPN or its agent to, at all times:
 - 10.2.1. contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Customer; and
 - 10.2.2. furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Customer to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Customer's dealings with TPN.
- 10.3. The Customer hereby specifically consents to TPN doing any of the acts contemplated in clause 10.2.

11. AUDIT

- 11.1. The Customer agrees that TPN may at any time conduct an audit of the Customer's books, records, and systems for the purposes of verifying that the Customer is in compliance with its obligations in terms of this Agreement.
- 11.2. The Customer agrees to take all such steps and do all such things as may be necessary to facilitate the conducting of the audit referred in clause 11.1, provided that TPN will provide the Customer with reasonable notice of its intention to conduct such audit.

Initial

12. USE AND CONTROL OF INFORMATION

- 12.1. The Customer acknowledges and agrees that:
- 12.1.1. any information submitted by it to RentBook may be included in the Database and may be made available to other users of the Database;
 - 12.1.2. TPN shall have the right, in relation to any information submitted to the Database, to edit, alter or censor such information, either in whole or in part, in such fashion as it in its sole discretion may deem desirable;
 - 12.1.3. TPN shall have the right to verify the accuracy of any information submitted to the Database by the Customer;
 - 12.1.4. it will not use RentBook or any information made available to the Customer by TPN for any purpose that is unlawful or prohibited under South African or international law, or that constitutes a contravention of this Agreement; and
 - 12.1.5. any information submitted to TPN in terms of this clause 12, or this Agreement in general, may be used by TPN for the following purposes:
 - 12.1.5.1. recording, processing and continuously maintain the Customer's information, and the information of the persons referred to in clause 10.1.1;
 - 12.1.5.2. creating and maintaining new products;
 - 12.1.5.3. statistical analyses;
 - 12.1.5.4. the distribution of marketing material; and
 - 12.1.5.5. permitted or prescribed purposes under the NCA.
- 12.2. Use of RentBook is entirely at the Customer's own risk and TPN does not make any representations, warranties or conditions about the quality, accuracy, reliability, functionality, completeness, or timeliness of the RentBook site or the content; nor does TPN assume any responsibility or any nature for any errors, omissions or inaccuracies in RentBook.

13. OWNERSHIP OF INFORMATION

- 13.1. Ownership of the Database and the information contained therein, or submitted for inclusion from time to time, including all underlying intellectual property rights of whatsoever nature subsisting therein, will vest exclusively in TPN.
- 13.2. For the sake of clarity and the avoidance of all doubt, TPN shall retain possession and ownership of all information submitted to it by the Customer in terms of clause 10, notwithstanding the termination or cancellation of the Agreement in accordance with the provisions of clause 15.
- 13.3. The Customer shall keep and maintain as strictly confidential, all the information obtained by it from the Database from time to time.

14. WARRANTIES AND INDEMNIFICATION

- 14.1. The Customer undertakes and warrants in favour of TPN that:
- 14.1.1. all of its employment data and/or all of its customers, clients and leases, as the case may be, will be loaded regularly onto the Database;
 - 14.1.2. the information obtained by it from the Database shall be utilised by it solely and exclusively for the purpose of assisting it in its risk management and tenant, client, customer or employee evaluation decisions, as the case may be, in the ordinary course of its business from time to time;
 - 14.1.3. the information obtained by it from the Database shall be kept confidential and shall not be conveyed to any third party;
 - 14.1.4. in terms of any lease, if the rental payable by the Customer's clients is managed by the Customer, the rental Payment Profile will be loaded onto the Database on a monthly basis;
 - 14.1.5. all other Payment Profile Data in the Customer's possession, as defined in clause 10.1.1, shall be loaded onto the Database and updated by the Customer on a regular basis as and when new information becomes available to it;
 - 14.1.6. it is legally authorised to subscribe to RentBook and that it has the requisite capacity to conclude legally binding transactions with TPN;
 - 14.1.7. any information submitted by it to RentBook shall be true and correct in every respect;
 - 14.1.8. any information submitted by it to RentBook shall not be the subject of any dispute between it and the tenant, customers, clients and/or employees referred to in clause 10.1;
 - 14.1.9. it shall not do, nor omit to do, anything that would result in TPN contravening the provisions of the NCA, the ECA, the CPA, the ECTA, POPIA or the successor-in-title to such legislation; and
 - 14.1.10. in submitting any information to RentBook, it shall itself comply with the legislation referred to in clause 14.1.7.
- 14.2. Without in any way limiting the generality of clause 14.1, TPN shall not be liable for any loss, liability, damage or expense of whatsoever nature suffered by the Customer as a result of, or which may be attributable to:

Initial

- 14.2.1. the use by the Customer or any other person of RentBook or the RentBook Services;
- 14.2.2. any mistake, error or omission in RentBook itself, or any of the information comprising, or obtained from, RentBook; and / or
- 14.2.3. any delay in accessing RentBook at any time, or failure in delivering, or in any manner communicating, any of the information comprising, or obtained from RentBook to the Customer.
- 14.3. The Customer hereby indemnifies TPN against all loss, liability, damage and expense of whatsoever nature which TPN may suffer as a result of, or which may be attributable to:
 - 14.3.1. any breach by the Customer of any of its acknowledgements, undertakings or warranties in terms of this Agreement;
 - 14.3.2. any unauthorised use made by the Customer of RentBook;
 - 14.3.3. any unauthorised use made by the Customer of the Third Party Services; or
 - 14.3.4. any contravention of the legislation referred to in clause 14.1.7.
- 14.4. TPN warrants that:
 - 14.4.1. it will perform its obligations to the Customer in supplying access to RentBook and the RentBook Services timeously and with due regard to any specific criteria or conditions agreed between the Customer and TPN during the Agreement;
 - 14.4.2. it shall use its reasonable endeavours to facilitate the ongoing access by the Customer to RentBook and the RentBook Services; and
 - 14.4.3. it shall, where possible, afford the Customer prior notice of scheduled maintenance and shall schedule such maintenance for the most convenient time, so as to minimise the inconvenience to the Customer.
- 14.5. If TPN fails to perform to the standards set out in clause 14.4, the Customer may request that TPN remedy any defect in the quality of the services performed by it or that it be refunded a reasonable portion of the Fees paid by it to TPN, having regard to the extent of the alleged failure in TPN's service.
- 14.6. It is recorded that the information contained in, or obtained from, the Database shall not in any way be construed as an opinion of TPN as to the solvency, financial standing, creditworthiness, integrity or behaviour of any tenant, client, customer and / or employee reported on, but rather constitutes reflection of information received by TPN from time to time and recorded in the Database by TPN in good faith.
- 14.7. TPN will not be responsible for any failure to perform its obligations to the Customer in term of this Agreement where this failure is caused by circumstances beyond TPN's control.
- 14.8. TPN's total liability to the Customer under this Agreement in any event whatsoever will not exceed the total Fees paid by the Customer to TPN for the 12 (Twelve) month period preceding that in which the alleged cause of action arose.
- 14.9. The Customer agrees that no warranties or representations, whether express or implied, other than those specifically recorded in this Agreement have been given or made by TPN in connection with this Agreement.

15. BREACH

- 15.1. Without prejudice to its rights at law, should the Customer:
 - 15.1.1. fail to pay any Fee or other amount in terms of this Agreement, or any other agreement with TPN;
 - 15.1.2. fail to comply with the provisions of clauses 14.1.1 and / or 14.1.2;
 - 15.1.3. breach any other term of this Agreement; or
 - 15.1.4. cause TPN to breach the terms of its Agreement with any Third Party Service Provider; then TPN shall be entitled to:
 - 15.1.4.1. claim immediate payment of all outstanding amounts from the Customer;
 - 15.1.4.2. suspend the performance of any obligation owed by it to the Customer in terms of this or any other agreement with TPN, including denying the Customer access to RentBook;
 - 15.1.4.3. give the Customer 20 (Twenty) days' notice of its intention to cancel this Agreement; and / or
 - 15.1.4.4. claim any damages that it may have suffered from the Customer as a result of those acts listed in clauses 15.1.1 to 15.1.4.

16. SURETY

Should the Customer be a company, close corporation, trust or a principal represented herein by an agent, the person/s signing this Agreement on behalf of the Customer hereby binds himself/themselves in favour of TPN as surety for, and co-principal debtor with, the Customer for the due and proper discharge of all of the Customer's obligations arising from this Agreement.

Initial

17. THIRD PARTY SERVICES

- 17.1. Currently, access to RentBook enables the Customer to access the Third Party Services.
- 17.2. Save where the contrary appears from the context, a reference to RentBook will accordingly be deemed to also include a reference to the Third Party Services.
- 17.3. Access to the Third Party Services is provided in terms of separate agreements between TPN and the Third Party Service Providers.
- 17.4. TPN reserves the right to discontinue access to the Third Party Services at any time for any reason in its sole discretion.

18. LETTERS AND NOTICES

- 18.1. Any letter or notice given in terms of this Agreement shall be in Writing and shall:
 - 18.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 18.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
 - 18.1.3. if transmitted by facsimile or email be deemed to have been duly received by the addressee on the date of delivery.
- 18.2. Notwithstanding anything to the contrary contained herein, a Written notice of communication actually received by a Party shall be an adequate Written notice or communication to it notwithstanding that it was not sent to or delivered to the addresses set out in clause 18.3
- 18.3. The addresses (i) set out in clause 22.1, in the case of TPN; and (ii) provided by the Customer when it signs up online, shall constitute the Parties chosen addresses for any and all purposes stipulated under this Agreement and the receipt of any documentation and the institution of any legal proceedings.

19. INTELLECTUAL PROPERTY

- 19.1. Copyright and any other intellectual property rights of whatsoever nature in (i) the Database and RentBook, or any part thereof (including all materials, texts, drawings, and data made available on RentBook) and (ii) any/all data, lists, tables, and any other information supplied by TPN to the Customer will remain the exclusive property of TPN. The Customer hereby cedes, assigns, transfers and makes over ("**Transfer**") to TPN any copyright and any other intellectual property rights of the Customer that may subsist in any of the foregoing materials that may vest in the Customer by operation of law, and TPN hereby accepts such Transfer.
- 19.2. Given the provisions of clause 19.1, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any material contemplated in clause 19.1, or any component thereof, will constitute an infringement of such copyright and other intellectual property rights; provided that such materials or any component thereof may be used by the Customer for its own internal purposes and for the purposes of ordering service/s from TPN.
- 19.3. The trademarks, names, logos and other marks ("**Trade Mark/s**") displayed on the TPN website and RentBook are registered and unregistered trade marks of TPN. Nothing contained in this Agreement should be construed as granting any licence or right to use any Trade Mark without the prior written permission of a director of TPN.

20. CONFIDENTIAL INFORMATION

- 20.1. The Customer will treat all information supplied by TPN to the Customer as strictly confidential, except to the extent that any such information is available in the public domain not as a result of a breach of this clause 20, and the Customer will not, without the prior written consent of a director of TPN, disclose or part with possession of any such information.
- 20.2. The provisions of this clause 20 will survive the termination of this Agreement for any reason whatsoever.

21. DATA PROTECTION

- 21.1. Where the Party receiving Personal Information ("**Receiving Party**") from the other Party ("**Disclosing Party**") processes Personal Information in terms of this Agreement, the provisions of this clause 21 shall apply to such processing of Personal Information. For purposes of this clause, "processing" shall have the meaning ascribed to it in POPIA.
- 21.2. The Receiving Party agrees and undertakes that, in the event that it processes any Personal Information in terms of this Agreement, it will:
 - 21.2.1. store and process the Personal Information on behalf of the Disclosing Party solely for the purposes set out in this Agreement;
 - 21.2.2. comply with the provisions of the Data Protection Legislation in respect of the Personal Information;
 - 21.2.3. ensure that it maintains all necessary technical and organisational measures to ensure the security, integrity and confidentiality of the Personal Information;
 - 21.2.4. comply with the express instruction or directions of the Disclosing Party from time to time in connection with the use of the Personal Information and the requirements of any Data Protection Legislation;
 - 21.2.5. not retain the Personal Information for longer than is necessary for achieving the specified purpose for which the Personal Information was collected, unless a specific retention period is required by law; and

Initial

- 21.2.6. ensure that Personal Information pertaining to a Data Subject is not transferred to a foreign jurisdiction unless the requirements set out in the Data Protection Legislation have been met in full.
- 21.3. The Receiving Party agrees and undertakes to immediately notify the Disclosing Party if it:
- 21.3.1. becomes aware of any unauthorised or unlawful processing, loss of, damage to and/or destruction of the Personal Information;
 - 21.3.2. becomes aware that a disclosure of Personal Information may be required by law;
 - 21.3.3. receives a request, either in Writing or orally, from a Data Subject wanting to access their Personal Information, or to cease or not commence with the processing of any Personal Information; or
 - 21.3.4. becomes aware of a breach of the provisions of this clause.
- 21.4. The Receiving Party hereby indemnifies and holds harmless the Disclosing Party from any and all losses and damages arising from or in relation to or in connection with any breach by the Receiving Party, or any of its directors, officers, agents, employees or Permitted Recipients, of the obligations set out in this clause 21.
- 21.5. The provisions of this clause 23 will survive termination of this Agreement for any reason whatsoever.

22. ECTA

- 22.1. In compliance with section 43(1) of the ECTA, TPN makes the following available:
- 22.1.1. Full name and legal status: TPN Group (Pty) Limited, a private company incorporated in accordance with the laws of the Republic of South Africa;
 - 22.1.2. Registration Number: 2002/032126/07;
 - 22.1.3. Physical address: Bradenham Hall, First Floor, South Block, 7 Mellis Road, Rivonia Gauteng;
 - 22.1.4. Telephone number: 0861 876 000;
 - 22.1.5. Website address: www.tpn.co.za;
 - 22.1.6. Email address: helpdesk@tpn.co.za;
 - 22.1.7. Codes of conduct: TPN is regulated by the Credit Bureau Code of Conduct, Credit Information Ombud Code of conduct and the Credit Providers Association Code of Conduct.
 - 22.1.8. Pricing: see <https://www.rentbook.co.za/#pricing>; and
 - 22.1.9. Manner of payment: Electronically by electronic funds transfer or debit order, annually (unless the contrary is stipulated in clause 5).

23. JURISDICTION OF THE MAGISTRATES COURT / GOVERNING LAW

- 23.1. This Agreement is governed by South African Law.
- 23.2. Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 23.3. The Customer will be liable for and pay all reasonable legal costs, including collection commission, expenses and charges incurred by TPN in enforcing any of the terms contained in this Agreement on an attorney and client scale.

24. ENTIRE AGREEMENT / MUTUAL SUPPORT

- 24.1. The Parties agree that this Agreement is the whole agreement between the Parties in regard to its subject matter.
- 24.2. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

25. GENERAL

- 25.1. The Customer shall not be entitled to cede or assign any of its rights and obligations contemplated in this Agreement.
- 25.2. The Customer warrants and acknowledges that any person who signs the Agreement on behalf of the Customer is and will be deemed to be duly authorised by the Customer to sign this Agreement, on its behalf and to bind the Customer to the terms thereof.
- 25.3. The provisions set out in this Agreement are of general application to the provision of the RentBook Services by TPN to the Customer and no amendment to this Agreement will be deemed to have occurred unless specifically agreed to by TPN in Writing.
- 25.4. TPN may at any time amend this Agreement subject to notification to the Customer, in Writing, of such amendment.
- 25.5. Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee of any either Party, shall be bound by this Agreement.

Initial

26. RELAXATIONS / INDULGENCES

No indulgence by one Party to the other Party, or failure to strictly enforce the terms of this Agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

27. SEVERABILITY

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by this Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

28. SIGNATURE

- 28.1. In the event that this Agreement is Signed in writing by both Parties, it may be executed in counterparts, each of which will be an original and which together constitute the same agreement.
- 28.2. The Customer and any person who Signs the Agreement acknowledges, undertakes and warrants that:
 - 28.2.1. they are duly authorised to Sign the Agreement;
 - 28.2.2. the information contained in the Agreement and during sign up is true and correct in every respect;
 - 28.2.3. to the extent that any of the information changes at any stage, they shall immediately advise TPN of any such change in writing;
 - 28.2.4. they are aware of and have read and understand the terms contained in this Agreement, which they understand and accept will form the basis on which TPN will contract with the Customer; and
 - 28.2.5. they are aware that the Customer is obliged to comply with the terms contained in this Agreements at all times and that, if the Customer does not understand any provision contained in this Agreement, then the Customer may contact TPN so that the nature, scope and implications of the provision can be explained to the Customer.

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