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## 1. INTRODUCTION

The use of the FIXED FEE PROPERTIES website and dashboard is governed by the terms and conditions set out below. This document (referred to as our 'Terms and Conditions'), is where we provide you with important legal and other agreement information about the terms and which we agree upon, to permit and provide you access and use of the Fixed Fee Properties Website and Dashboard. You are welcome to **PRINT** a copy of the terms and conditions and refer to it as and when you continue to use our Website.

By using this website you agree to adhere to the terms and conditions applying to your use of our website. Please read these terms and conditions carefully and enjoy using the Fixed Fee Properties website. We may change the terms and conditions set herein, at any time.

We are a South Africa company and these terms and conditions are governed in accordance with South Africa law. By accepting the Terms and Conditions herein, you accept the exclusive jurisdiction of the South Africa courts.

## 2. TERMINOLOGY

The following terminology explain what the words and phrases mean in the terms and conditions set out herein:

'Fixed Fee Properties' means: Fixed Fee Properties Proprietary Limited. (Registered number: 2018/501279/07)  
Registered with the CIPC and EAAB.

'Account' means: Registration with FIXED FEE PROPERTIES.

'Website' means: www.fixedfeeproperties.co.za, fixedfeeproperty.co.za, fixedfeeproperties.com, which includes Software, Systems and all processes hosted therein.

Services: The Services that Fixed Fee Properties provides on their website, dashboard as well as Real Estate Services.

'User' and/or 'your use' means: Anyone who is using Fixed Fee Properties Services and Systems.

'Content' means: All information, documents site and/or Dashboard submitted to Fixed Fee Properties or uploaded manually into your Account and Dashboard on our Website.

'Dashboard' means: The Free software delivered to customers in compliance with these Terms and Conditions.

'Privacy Policy' means: The policy to keep your private information secure.

'Systems' means: Fixed Fee Properties' Website and admission to the Dashboard.

'Terms' means: These Terms of Use and Privacy Policy as set out herein.

'Products & Services' means: The products & services that are presented by Fixed Fee Properties' website and dashboard.

'Seller' means: If a user listed a property on Fixed Fee Properties system, becomes a Seller when a transaction through Fixed Fee Properties is in process and/or a successful registration took place through Fixed Fee Properties.

'Buyer' means: A registered user that has the attention to or do make use of Fixed Fee Properties services.

### **3. FIXED FEE PAYABLE:**

A Fixed Fee which was established between a Fixed Fee Properties Estate agent and the SELLER, will be payable by the Seller after a successful transfer of a sale through the services of FIXED FEE PROPERTIES and you hereby irrevocably authorises that if you are the Seller of a successful registration of a sale through FIXED FEE PROPERTIES, your CONVEYANCER must make payment of the fee to FIXED FEE PROPERTIES on registration of transfer from any deposit or proceeds of the successful sale.

When Fixed Fee Properties becomes liable for VAT, VAT must accordingly be added to the Fixed Fee mentioned herein. Furthermore, the Fixed Fee mentioned herein, shall be deemed to have been earned and be payable upon registration of transfer or upon cancellation. In the event of the sale being cancelled or transfer not being implemented, or breach of contract, then the defaulting party shall be liable to FIXED FEE PROPERTIES for the payment of their Fixed Fee. In the event of the agreement being cancelled by mutual agreement, the SELLER and PURCHASER shall be jointly and severally liable to pay the Fixed Fee to FIXED FEE PROPERTIES. If your property is not sold by Fixed Fee Properties, then no Fixed Fee is payable by the Seller.

### **4. EFFECTIVE CAUSE / FIXED FEE PAYABLE**

The Seller understand and acknowledge that Fixed Fee Properties will be regarded as the effective cause of the sale in the event that a Purchaser purchases the property, or any other person/s related in any capacity to the Purchaser that was directed to the property or to him/her or as legal entity, through Fixed Fee Properties' Agents or recorded on Fixed Fee Properties website, in the time frame of 6 (six) months.

When it is found that a private transaction was concluded between the Buyer and Seller and the Buyer was introduced to the Seller by Fixed Fee Properties and Fixed Fee Properties has proof on their System that the Purchaser was directed to the property and Fixed Fee Properties was not recognised in the form of remuneration (Fixed Fee), in such private transaction between the Buyer and Seller, in whatever entity the contract were concluded, whether a natural person or juristic person to conceal involvement in the transaction, Fixed Fee Properties has the right to introduce a penalty fee of R50 000 (Fifty Thousand Rand) for the expense of the Seller and is lawfully binding by agreeing to the terms and conditions hereof. Please be informed that all listings that were listed on our system, which is removed, withdraw or sold, or when you de-activating your account, properties that were listed are monitored by investigating the identity of the new owners of the property, in the time frame of six months.

### **5. CRIME & RESPONSIBILITY OF BUYERS AND SELLERS & BREACH**

When contacting Fixed Fee Properties, the User/Buyer/Seller's must identify themselves at all times to Fixed Fee Properties. When a call in is displayed as "Private Number", the call will not be attend to.

As a Buyer/Seller/User you agree and understand that by using the systems, you agree to waive any claims you may have against Fixed Fee Properties for unlawful acts committed through the process of buying/selling, these may be, but not limited to, any structural damage, theft, assault, rape, murder, fraud or any other act which would by law be considered a crime. Fixed Fee Properties would not be held responsible and herewith indemnify Fixed Fee Properties with respect to any claims mentioned for unlawful acts mentioned above.

If Fixed Fee Properties decides to terminate you as a user, because of a breach of this agreement, whether temporarily or permanent, you understand and acknowledge and agree that this means that you cannot take legal action against Fixed Fee Properties or claim any damages whatsoever from Fixed Fee Properties, as a result of: termination of your registration; remove and refuse to process any or all of your information; or Content and don't have to warn you of suspension; or termination of your use of the system. Furthermore, you as the seller/buyer/user acknowledge that if Fixed Fee Properties finds that a breach of this agreement has occurred, you will take no other action during the investigation of a suspected breach, or as a result of Fixed Fee Properties conclusion that a breach of this agreement has occurred. This indemnity and waiver precaution applies to any breach described in or implied by this agreement.

## **6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATIONS**

THE BUYER/SELLER AGREES THAT HIS/HER USE OF, OR THE INABILITY TO USE THE SYSTEMS, IS AT YOUR OWN RISK. The Systems delivered, is accessible 'as-is' and 'as-available' basis. The system comes without any kind of warranties of any kind at all and includes all implied commercialised warranties, useful for its particular purpose. Fixed Fee Properties does not promise that the website will be free of defects or errors or viruses, reliable, secure, or always available or the certain speed that the website are operating at, because Fixed Fee Properties' website systems and software and networks are not controlled by Fixed Fee Properties.

FIXED FEE PROPERTIES will not be held liable for any damages arising from your use of all of the Systems or for any other claim related to in any other way, nor will the Directors, Contractors, Property Consultants/Agents, Partners, Associates, Employees and be held liable for damages from your use of all of the Systems.

Fixed Fee Properties is not liable or responsible for any delay or failure to carry out its duties or obligations that has been caused by whatever is beyond Fixed Fee Properties reasonable control, neither by any failure by you to complete any of your duties under this **Agreement**.

## **7. NOTICES**

Any information with respect to the System, Fixed Fee Properties may send notices via e-mail to the contact address provided in your Fixed Fee Properties Account or WhatsApp to your cellular phone listed. Information on our website may change from time to time. After receiving your listing (if any), Fixed Fee Properties have the right to edit, change, translate or improve your property description and photos to make sure that it is shown in the best possible light and only then publish to make the listing available on our website "live" to view.

All notices to us should be sent to us via email: [info@fixedfeeproperties.co.za](mailto:info@fixedfeeproperties.co.za)

## **8. LEGALS, PRINCIPLES AND COPYRIGHT**

FIXED FEE PROPERTIES as the Agent list your PROPERTY (if any), through a process where the Agent has not any knowledge of the condition thereof, as the Agent has not necessarily conducted an inspection thereof. Therefore you indemnify the Agent against any claims as a result of the non-disclosure of any defects (whether patent or latent) in the Property as the Agent has never been in a position to gain any knowledge in this regard.

As the User of the Systems you agree to that these Terms do not confer any rights or legal resources upon any person other than you, and FIXED FEE PROPERTIES.

If in any case FIXED FEE PROPERTIES failure to enforce any right or requirements herein, such failure will not constitute a waiver of such requirements whatsoever of the Terms.

Fixed Fee Properties will safe keep all your personal information which you give to Fixed Fee Properties when you list your property with FIXED FEE PROPERTIES, you agree that we may use your information for the purposes you provided it, or in dealing with complaints and other client and customer related activities. We may collect and store information that you provided and personal information provided, which is only accessible to Fixed Fee Properties personnel who are oblige to protect such information and right to use it only for Fixed Fee Properties activities.

This information will be used in conjunction with your use of the Systems and it will be transferred to Fixed Fee Properties records. By law, it is a requirement that all FICA documents must be obtained.

Fixed Fee Properties have copyright and intellectual property rights over all material published within/onto/related to this website.

## **9. MARKETING**

We advertise all of our properties on our Website and/or various other online marketing websites. If we receive an Exclusive Sole Mandate, your property will qualify automatically for Property 24 for the duration of the sole mandate.

## **10. SPECIAL PROVISIONS**

No guarantee or warrantee will be given by Fixed Fee Properties for any creation you make by means of photos, photobooks, digital images, data or text nor uploads, send or store for the purpose of your use of the system and consequently will not be subject to corruption nor destruction or any damage (collectively any 'Content' for any purpose of this provision). In case any damage to Content occurs or gets lost or corrupted in any way, there will be no obligation or liability on the part of Fixed Fee Properties to you. The responsibility for your use of the Systems rests solely with you, including all the content you have provided, generated, or uploaded to Fixed Fee Properties. It is and will not be the responsibility of Fixed Fee Properties for what is contained in any **Content**.

If Fixed Fee Properties in its sole discretion deems any content obscene, abusive or defamatory or in any violation of the law, offensive material, inappropriate and unacceptable, then Fixed Fee Properties reserves the right to refuse any process, order or uploads submitted, including anything or any material believes to may cause, under any applicable law or regulation of whatsoever. Fixed Fee Properties reserves the right in particularly to refuse to process an order or to upload any content which in the opinion of Fixed Fee Properties containing content of expressions of abuse, racism, obscenity, language or images of an offensive manner including pornography.

All content submitted to Fixed Fee Properties, you the user, represents to be the rightful owner of such material and/or you have the proper authority from the rightful owner of such content to distribute it. Hereby you, the user, grant Fixed Fee Properties a worldwide, non-exclusive and with no royalty fee, a license to use its content on a limited purpose in providing / processing the systems and pass on your Content across various media and public networks and property advertising sites, change and amend your Content to comply with technical requirements of connecting computers, devices or networks. Because Fixed Fee Properties may have no control over such third party sites and services, Fixed Fee Properties is not responsible for the availability of such sites, services or resources and shall in no way be liable or responsible for any wrongful Content or advertising.

## **11. NO OWNERSHIP**

Nothing in this Agreement shall entitled to reveal to you any email address, domain name, title, or license in Fixed Fee Properties.

## **12. JOIN OUR TEAM**

Estate Agent planning to join our team, has to provide Fixed Fee Properties with absolute accurate information about yourself and you have to agree to our verification process.

## **13. FREE VALUATION**

As part of our ongoing services, we will provide the Seller with a free market related valuation on your property by means of a CMA (Comparative Market Analyses). A Fixed Fee Properties valuation is based on the method to look at recent sales in your area. In addition, your property size, erf size, location and condition will also influence the price. On request, FIXED FEE PROPERTIES could, based on the data available, provide you with a summary of recently sold properties in your area, free of charge, when you list your property with FIXED FEE PROPERTIES. This service will only be available for residential and commercial property. This will give you an indication of a marketing price, but is not guaranteed. FIXED FEE PROPERTIES as the Agent explained that THE PROPERTY was not listed through a process where the Agent has conducted an inspection thereof. The parties therefore indemnify the Agent against any claims as a result of a valuation that was wrongly projected.

## **14. YOUR AGREEMENT**

You agree that and take note that:

- 14.1 All information which you provide to Fixed Fee Properties, are truthful, up to date, accurate and complete; and to update your account and to keep it accurate.
- 14.2 Not to use a false identity or a false address. When registering on our site, the proof of address may not be older than 3 months.
- 14.3 Pretending to be a certain entity or someone you are not. You furthermore under no circumstances impersonate or make an misrepresentation of yourself as someone else or another User or misrepresent your affiliation with

a person/s or entity/s. Fixed Fee Properties will reserve the right to block/reject a Fixed Fee Properties ID Or email address deemed to be an impersonation/misrepresentation of identity/misappropriation of another person's name or identity;

- 14.4 Not to send and not make available Content of any sort that is unlawful, objectionable content, pictures, abusive language or any expressions of racism, hatred or anti-religious or religious, harassment, stalking, harmful, threatening or political view remarks and behaviour of any kind.
- 14.5 That you are responsible solely to maintain your security/confidentiality information of your account and any activities that occur that is regarded as breach, to notify **Fixed Fee Properties** immediately.
- 14.6 No unsolicited or unauthorized material will be send or transmitted or posted, or make available any unsolicited or unauthorized advertising, promotional materials, email messages, junk mail, spam, or chain letters, including, with no limitation, advertising, commercial advertising in bulk as well as informational announcements.
- 14.7 Copyright or other intellectual property violation (including uploading any Content to which you do not have the right to upload) and not to engage or plan any illegal activity.
- 14.8 Without prior notice, suspension of and/or termination of your Account and or Products and Services may occur as a result of failure to provide current accurate information.
- 14.9 In the case of a successful transaction, if you are the Seller or Buyer, herewith indemnify Fixed Fee Properties against any claims as a result of the non-disclosure of any defects (whether patent or latent) in the Property as Fixed Fee Properties has never been in a position to gain any knowledge in this regard.

## **15. CONTENT REMOVAL**

Fixed Fee Properties reserves the right at all times to refuse, modify or remove Content at any time. Fixed Fee Properties furthermore reserves the right to access your account and take full or part control. Removal of properties that have been sold by other estate agencies or the withdrawal of notices such as "under offer", or properties that are considered unreasonably overpriced, may be included in this.

## **16. ACCESS TO YOUR CONTENT AND ACCOUNT**

When instructed by law enforcement or government officials, including the FIC, you agree that Fixed Fee Properties may, without liability to you, disclose your information and Content.

Disclosure of certain personal information is needed to as part of the process of using the Systems. As part of the process of using the Systems third parties such as the Seller, Prospective buyer, Conveyancers, Bond Originators. You accept and agree that by agreeing to these terms and conditions, such information may be disclosed.

## **17. USE OF YOUR INFORMATION**

You give us the right to contact you on contact details provided, including all contact numbers and email addresses. Furthermore, all of the information and personal information we record or collect, is restricted to our offices. Only Fixed Fee Properties employees and 3<sup>rd</sup> parties who need the information to carry out a particular job are allowed admission to personally identifiable information.

## **18. ATTORNEYS, TRANSFER ATTORNEYS, BOND ATTORNEYS**

By agreeing to these Terms, you agree to allow **Fixed Fee Properties** to communicate and disclose the address, name, contact details, purchase address, purchased price, sold price for and any conditions of a sale concluded to both the Seller's and the Purchaser's attorneys acting on either or both sides of the transaction and also to attorneys and bond attorneys that have conveyancing processes that is linked to your transaction.

## **19. ESTATE AGENTS AND FINANCIAL SERVICE PROVIDERS (BANKS, BOND ORIGINATORS, ETC.)**

By agreeing to these Terms, you understand and agree that **Fixed Fee Properties** will have to disclose the name, address, amount property is being sold or purchased for conditions of sale with relation to the Seller and Purchaser to any Estate Agent/s and/or Financial Service Provider/s (BANKS, BOND ORIGINATORS ECT.) who is or might be involved in any transaction or Pre-qualification of Buyers. You allow us to release such information mentioned above, by agreeing to these Terms and Conditions.

## **20. INFORMATION AND DATA**

Information/data of any form or sort provided by you to Fixed Fee Properties in any manner whatsoever in the use of performance of the Terms and Conditions, shall at all and any given time stay the property of you. From our side Fixed Fee Properties will take all the needed and reasonable action to prevent and preserve any privacy breach, corruption, loss, damage or destruction of the said data and information in these Terms and Conditions.

All data acquired by Fixed Fee Properties of a personal manner will be used for this agreement purposes only or to complete an Agreement of Sale when instructed to make an offer. Personal data will not be used or disclosed without your consent and shall not be further processed or disclosed without the consent or other than in circumstances detailed in this Agreement.

## **21. PERSONAL INFORMATION THAT WERE COLLECTED**

Fixed Fee Properties is proud to be committed towards compliance (Protection of Personal Information Act 2013 - POPI). Registering as a buyer/seller of Fixed Fee Properties, you are in full agreement and are aware that we may process your personal information in terms of this clause as may be amended from time to time.

POPI needs certain personal information about you, which may be requested from you when you visit our website or Dashboard. This might include the following, but it is not limited to: Full Names and Surname, contact details, banking and any other financial history, identity number as well as information about your property or your circumstance as a Seller or Purchaser or any interest in a property and services offered to you by us.

Information on how you use the Website or Dashboard may be collected by us. Any correspondence you might have, we may collect such as your IP address, cookies that may identify your browser and or account, which will help with verification and identity (Your Information).

Information is submit via email or WhatsApp, it is considered as your choice of consent.

## **22. HOW WE USE YOUR INFORMATION**

All your information as provided by you or otherwise collected by us by means of any investigative tool, which provide us with any additional information about you needed, in order for you to use and for us to provide you with access to the Systems (Website and Dashboard) and in order to supply you with the services you requested. We may collect any information for the use as an identifying model, which we also may use in the developing of our marketing strategy as well as to support, improve and administer our services.

We may get into contact with you for your opinions and views on our overall service and send you notifications in accordance to any changes or developments to our Systems or features of any sort. We may also use your Information to contact you with certain details in respect of other products or features we or our partners has to offer that might be of interest to you.

We will not disclose, sell or distribute your Information to any third party without your permission unless we are required to do so by law.

We may collect and store your communication when you contact us to assist with an issue that might occur.

## **23. RETAINING OF YOUR INFORMATION**

We will retain your information for a reasonable period or for as long as is required by law for FICA purposes. We may process your personal information on a server that is located outside the country where you live.

## **24. PRIVACY POLICY**

In accordance to our Privacy Policy, by using the Systems, you understand and give permission and agree to the gathering and use of information about you and your use of Fixed Fee Properties' Website. You also consent, agree and understand we may use, process, collect, transmit and maintain information.

Fixed Fee Properties stay committed in protecting your privacy. Please make sure to read this Policy very carefully. You are agreeing this policy you will be bound with respect to the information collected about you and your use of the Website and the Dashboard and any services we offer.

Any queries or comments about the policy you may have, please send your query to [info@fixedfeeproperties.co.za](mailto:info@fixedfeeproperties.co.za).

The information about you is used to:

- 24.1 improve the products, features and services we offer;
- 24.2 support our own marketing, promotion and public relations;
- 24.3 be informed with relevant information that you might need;
- 24.4 transmit, supply, provide, and upload the products, facilities, services and capabilities presented or stated on the Dashboard and/or on Fixed Fee Properties' Website;
- 24.5 communicate messages to Buyers, Sellers, Landlords and Tenants or the public, using the Website;
- 24.6 deliver information services to significant third parties;

## **25. FIXED FEE PROPERTIES RIGHTS AS PROPRIETARY**

The use of the systems or any part of the systems, except for use of the systems as permitted in the terms, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

Fixed Fee Properties' Logo and graphics are trademarks and intellectual property rights of Fixed Fee Properties.

## **26. CHANGES TO THIS POLICY**

This Policy may be changed from time to time as a result of changes in our commercial arrangements or changes in law, or adding of new features or services and such changes to this Policy, will be displayed on the Website.

## **27. INFORMATION CHANGES**

All and any information contained in and on the Dashboard or Website, is subject to change without prior notice and announcement.

## **28. COMPLAINTS**

All complaints must be send to [info@fixedfeeproperties.co.za](mailto:info@fixedfeeproperties.co.za)