DIGITAL PLATFORMS
Terms of use and privacy statement

Upon accessing any Redefine digital platform or engaging with any aspect thereof and/or not necessarily registering thereon, the user will be deemed to have acknowledged, understood and accepted all the terms and conditions that apply to its use, the information contained within the website or application, and the functionality, utilities and services provided by it. Accordingly, the user will be deemed to have read through the privacy statement before continuing to use any of the Redefine digital platforms. If the user does not agree to adhere to these terms, the user must cease from using the platform immediately. The privacy statement set out in Section B is complementary to, and should be read and understood together with the general terms and conditions of use, set out in Section A.

CONTENTS

A. GENERAL TERMS AND CONDITIONS OF USE

1. Definitions
2. Conditions of access
3. Content
4. Third-party linked sites
5. Security and privacy
6. Registration details
7. Intellectual property rights
8. Liability and disclaimers
9. Electronic transmission and records
10. Certificate
11. Applicable laws and jurisdiction
12. General

B. PRIVACY STATEMENT

1. Security and safeguards
2. Submission and collection of personal information
3. Withdrawal of consent and requests for information records
4. Third-party access to personal information
5. Applicable laws and jurisdictions

C. USER AGREEMENT

1. Acceptance and consent
2. Changes to this user agreement

D. REGULATORY DISCLOSURE

A. GENERAL TERMS AND CONDITIONS OF ACCESS AND USE

1. Definitions

In this user agreement, the terms below have the following meanings:

1.1. "Digital platform/s", “site/s” or “app/s” means, collectively, any Redefine website/s and mobile software application/s that is provided by or is licensed to Redefine and made available for installation or download from an online application store and access via a computer or mobile device, including any smartphone and/or tablet device. These terms will be used interchangeably throughout this agreement.

1.2. "Redefine" means Redefine Properties Limited.

1.3. "Website" means any website with a URL that is validly registered to Redefine.

1.4. "User" means the person accessing, viewing, or utilising tools of the site.

1.5. "Processing of information" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing, and removing or deleting personal information.

1.6. "Personal information" means information relating to the user or any other living person or existing legal entity, including but not limited to –

a. information relating to the race, gender, marital status, nationality, age, language, and date of birth of the person;

b. any identifying number, symbol, email address, physical address, telephone number or other particular assignment to the person;

c. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence; and

d. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

2. Conditions of access

2.1. The information and content made available on or through all Redefine digital platforms are provided by Redefine, and contains information about Redefine and its services, assets, or products.

2.2. The use of these digital platforms are subject to the terms and conditions as set out below. It is important that the user understands the terms of use applicable to the respective digital platform.

2.3. By accessing this site or using any function, utility or service, the user enters into an agreement with Redefine on the terms and conditions set out herein.

2.4. The terms of use may be amended from time to time and will be made available on the site. It is the responsibility of the user to review the terms and conditions each time the user accesses this site. Each time the user accesses this site, the user agrees to be bound by the terms and conditions as amended from time to time.

2.5. Access to the site is permitted on a temporary basis and Redefine reserves the right to withdraw or amend the service provided on the site without notice. From time to time, Redefine may restrict access to some parts of the site, or the entire site. Redefine will not be liable if, for any reason, our site is unavailable at any time or for any period, regardless of the platform, gateway, portal, or mode of access used to install, download, or access the site. Internet service and telecommunications providers may charge the user for accessing the site or for any usage of the site (such as data charges, SMS charges, etc.). Redefine cannot be held responsible for these charges.

3. Content

3.1. Redefine has taken, and will continue to take due care and diligence that all information on the site is true and correct. However, Redefine makes no representation or warranty, whether express, implied in law, or residual, as to the fitness for purpose, accuracy, completeness and/or reliability of any information, data and/or content contained on this site, and shall not be bound in any manner by any such information.

3.2. The site and all information, content, tools, and materials are provided by Redefine on an "as is" and "as available" basis, unless otherwise communicated in writing.

3.3. Redefine may at any time change or discontinue, without notice, any aspect or feature of the site. Redefine will not be held to any previously existing representations, terms, conditions, or other information subsequently altered on the site. Redefine accepts no responsibility for keeping the information and content on the site up to date, nor does Redefine accept any liability for any failure to do so.

3.4. Information, ideas, and opinions expressed on this site should not be regarded as professional advice or the official opinion of Redefine or of any legal entity in respect of which information, ideas and opinions are expressed on this site. Users are encouraged to obtain professional advice or consult Redefine before taking any course of action related to information, ideas or opinions expressed on this site.

3.5. The user agrees that any calculations made on the site are estimates and are meant as guidelines only. Redefine is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.

3.6. All products and services, and any terms or conditions relating to them, provided on the site are subject to confirmation at the time of finalising any transactions.

4. Third-party linked sites

4.1. This site may contain content supplied by third parties, as well as certain images and links to other third-party sites (“linked sites”).

4.2. Third-party content and linked sites are included solely for the convenience of the user and do not constitute any approval, endorsement or warranty by Redefine.

4.3. The linked sites are not under the control of Redefine, and Redefine is not responsible for the content of any linked site, including, without limitation, any link contained in a linked site, or any changes or updates to a linked site. Moreover, Redefine is not responsible for the accuracy, completeness or reliability of third-party information. The user assumes sole responsibility for the use of third-party information.

4.4. Redefine is not responsible for any form of transmission from linked sites, nor is Redefine responsible for the access, functionality and availability of the site.

4.5. The user should be aware that if the user accesses a linked site, any personal information submitted on the resulting site will not be collected or controlled by Redefine, and the user will be subject to the terms of use of this resulting site. From time to time Redefine may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Redefine site. Redefine applies every effort to ensure that our sub-contractors comply with our privacy policy and widely accepted security standards, and will be held accountable for any non-compliance.

5. Security and privacy

5.1. Redefine has in place reasonable commercial standards of technology and operational security to

protect all information provided by users from loss, misuse, alteration, or destruction. Redefine is committed to make sure that the user's online experience is safe and secure.

5.2. Redefine is further committed to maintaining the privacy and security of personal information submitted to Redefine via this site. Redefine's privacy statement (Section B) outlines Redefine's practices in this regard.

5.3. Redefine nevertheless cautions the user that information transmitted through an unsecured link over the internet, including email, is subject to potential unlawful access or monitoring. The user accepts that Redefine cannot be held liable for any loss, or damage suffered.

5.4. Redefine reserves the right to institute criminal proceedings against the user should the user attempt to maliciously utilise the site by gaining unauthorised access to any page on the site or by delivering or attempting to deliver any unauthorised or harmful code to the site.

5.5. Redefine does not guarantee that (i) the site; (ii) the information, content, tools or materials included on the site; (iii) the Redefine servers; or (iv) any electronic communications sent by Redefine are free from viruses or other harmful components. Redefine will not be liable for any damages of any kind arising from the use of the site, or from any information, content, tools or materials included on, or otherwise made available to users through the site, including for direct, incidental, punitive and/or consequential damages.

5.6. The user is solely responsible for ensuring the necessary security safeguards and standards are applied for the user's computing and mobile device.

6. Account and registration details

6.1. To gain access to certain services on sites or apps, the user may be requested to create a user account by registering on the site. As part of the registration process, the user will be allocated a username and password.

6.2. The user agrees that the information supplied as required by the registration process will be truthful, accurate and complete, and undertakes to update the information as and when required.

6.3. Furthermore, the user agrees to not attempt to register in the name of any other individual, company or organisation, nor will the user adopt any username that is deemed to be offensive.

6.4. The user accepts full responsibility for all activities that occur under the user's access details or password, and accepts responsibility for sharing the user's username and password.

6.5. Redefine may refuse to provide products and/or services should Redefine be unable to verify any information provided by the user.

6.6. The user agrees that the following actions shall constitute a material breach of these terms and conditions:

a. Signing in as, or pretending to be another person;

b. Transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;

c. Using interactive services in a way that is intended to harm, or could result in harm to the user or to other users of the site; or

d. Gathering information about others without obtaining their prior written consent.

6.7. The user agrees that any use of the user's access details shall be regarded as if the user were the person using such information.

6.8. Redefine may determine certain requirements that the user will need to comply with when choosing a username or password. These requirements may be changed from time to time and the user may be required to update non-compliant credentials.

6.9. By providing Redefine with the user's personal information as part of the registration process, the user consents to the storage and intended use (as communicated to the user) of such personal information by Redefine and/or duly authorised agents.

6.10. All information supplied by the user as part of the registration process will be protected and used in accordance with the terms of the Redefine privacy policy.

7. Intellectual property

7.1. All content and data on this site, including, without limitation, trademarks, names, software, video, technology, logos, databases, know-how, text, graphics, icons, hyperlinks, personal information, designs, programs, publications, products, processes or ideas described in this site, are protected by copyright, trademark and other intellectual property rights owned by Redefine or by third parties that have licensed or otherwise provided their material to Redefine.

7.2. Unless expressly stated, all content and data on the site is protected by South African and international copyright laws.

7.3. The user may not modify the content in any way, nor delete any copyright or trademark notice.

7.4. The user is granted a limited, non-exclusive, non-assignable, revocable licence to use the content for personal use in accordance with the terms of use.

7.5. Nothing in these terms and conditions in any way confers on the user any licence or right under any trademarks, names or logos.

7.6. Except as expressly permitted by these terms and conditions, the user may not copy, reproduce, distribute, disassemble, decompile, reverse engineer, use for commercial purposes, repost on other sites, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract, by way of "scraping" or otherwise, or re-utilise any of the content of the site or authorise any person, or procure any other person to do so.

7.7. The user may not cache any of the content for access by third parties, nor mirror or frame any of the content of the site, nor incorporate it into another site, or authorise or procure any other person to do so without our express written permission. If the user or any third party requires to establish a hyperlink, frame, metatag or similar reference ("linking") to this site, Redefine's prior written consent is required. An application for linking must be submitted to investorenquiries@redefine.co.za

7.8. Redefine endeavours to ensure that adequate technology safeguards are employed to protect the information on the site. However, Redefine cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the site.

8. Liability and disclaimers

8.1. Except to the extent that Redefine acted with fraudulent intent or gross negligence, and to the extent permitted by law, Redefine shall not be liable for direct, indirect, special, incidental, or consequential losses or damages whatsoever relating to the user's use of this site, or the online services, or the information contained on this site, or the user's inability to use this site or the online services. Redefine's consent may be withheld or granted, subject to conditions specified by Redefine.

8.2. The user understands and agrees that any material or data downloaded or otherwise used by accessing the site ("access") is done at the user's own discretion and risk and that Redefine will not be responsible for any damage to the user's computer system or loss of data that results from such access, except in the case of Redefine's wilful misconduct or gross negligence.

8.3. The user further acknowledges and agrees that it is the user's responsibility to implement sufficient security procedures and virus checks and other security to satisfy the user's requirements.

8.4. The user agrees that if the user breaches the terms and conditions of use, Redefine will have the right to claim liabilities, losses and expenses against the user, which will include the right to claim special, incidental, consequential or indirect damages. Redefine will also be allowed to claim for loss of profits and loss of business, and will also be allowed to recover all legal costs on a scale as between attorney and own client.

8.5. Redefine does not guarantee the operation of the site or the information, content, tools or materials on the site.

8.6. Redefine is committed to providing users with the best possible service. However, Redefine is not responsible for

a. any interrupted, delayed or failed transmission, storage, or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Redefine; or

b. any inaccurate, incomplete, or inadequate information obtained from the site supplied by the user.

8.7. Neither will Redefine accept any responsibility for any direct or indirect loss or damages that may arise from

a. any of the events described in this paragraph or the paragraphs above;

b. user actions or omissions that result in a breach of this user agreement;

c. any links to other sites from the site;

d. a denial of access to the site should Redefine believe, or have reason to believe, that the user is conducting activities that are illegal, abusive, would attack the integrity of the site, or put Redefine in disrepute; or

e. user reliance on any of the information, content, tools, or materials that is obtained from the site.

8.8. The user agrees to fully indemnify Redefine, its directors, the board of directors and its employees, and will not hold Redefine responsible for any claim relating to the use of the site.

8.9. The user agrees to fully indemnify Redefine, its directors, the board of directors and its employees from any errors or inaccuracies or incomplete information made available by third parties on the site and agree that Redefine will not be liable for any loss or damages, including direct, indirect and consequential loss that may arise from any disclosure to or by any third parties.

9. Electronic transmission and records

9.1. Data messages, including email messages:

a. Sent by users to the site shall be deemed to be received only when acknowledged or responded to in writing by Redefine; and

b. Sent by Redefine, will be deemed to have been sent at the time shown on the message as having been sent, or, if not so shown, at the time shown on Redefine's information system as having been sent, and shall be deemed to have been received and read by the user. This includes, but is not limited to, mobile push notifications.

9.2. If a user does not receive a response from Redefine within a reasonable period of time, the user should follow up with Redefine. Redefine shall not be liable for any failure to respond.

9.3. An agreement concluded between Redefine and a user by means of data messages is deemed to be concluded at the time the acceptance of the offer exits on Redefine's information system, and is deemed to be concluded in Gauteng, South Africa.

9.4. The user agrees that all agreements, notices, disclosures, and other communications that are transmitted to the user electronically, meet any legal requirement that the communications be in writing.

9.5. The user accepts that Redefine may communicate with the user electronically. All records submitted by the user may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless the user is able to prove otherwise.

9.6. Redefine takes all reasonable steps to protect personal information and maintain confidentiality, including the use of encryption technology. However, Redefine cannot guarantee the security or integrity of any information transmitted to us online, and the user agrees that transmission of data is done at the user's own risk.

9.7. The user may not use the contact details provided by agents or brokers of properties to contact such agents or brokers for any purpose other than in connection with a genuine enquiry relating to the rental or leasing of the property in question.

10. Certificate

10.1. A certificate signed by Redefine will constitute sufficient proof of the operation or functionality of the online services or any part thereof, and the contents of any information displayed on the site on a given date, and will be regarded as correct, unless the user proves the contrary.

11. Applicable laws and jurisdictions

11.1. The terms and conditions pertaining to any services appearing on this site shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

11.2. The user consents to and submits to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or online services.

12. General

12.1. The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

12.2. No failure or delay by Redefine to exercise any of its rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice the right of Redefine to take subsequent action against the user.

12.3. If any of these terms and conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law.

12.4. Redefine reserves the right to assign or subcontract any or all of its rights and obligations under these terms and conditions to a third party.

12.5. The user may not, without our prior written consent, assign or dispose of any rights or obligations arising under these terms and conditions.

12.6. Some provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on the site.

B. PRIVACY STATEMENT

1. Security and safeguards

1.1. Redefine is committed to securing the integrity and confidentiality of users' personal information in its possession or under its control by

a. taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of personal information, and unlawful access to, or processing of personal information; and

b. ensuring that any operator or anyone processing personal information on behalf of Redefine will process such information only with the knowledge or authorisation of Redefine and treat personal information that comes to their knowledge as confidential and not disclose it, unless required by law or in the course of the proper performance of their duties.

2. Submission and collection of personal information

2.1. The user acknowledges and agrees that

a. by using this site, personal information may have to be submitted and that all the personal information possessed by Redefine is collected through the user's access to this site;

b. Redefine may collect information and data through the use of cookies ("cookies" are small text files a website can use to recognise repeat users, facilitate the users' on-going access to and use of the website, and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising); and

c. disabling cookies or similar features may adversely affect the user's use of and access to the site and that the user will not hold Redefine liable for any loss arising therefrom;

d. Redefine has implemented certain Google Analytics features for the primary purpose of attempting to ascertain the success of our online marketing endeavours via the Google AdWords platform;

e. Redefine shall under no circumstances be utilising any personally identifiable information as obtained through the use of cookies or Google AdWords for remarketing campaigns in any other related marketing endeavours than the purpose stated in this agreement – online or otherwise;

f. Redefine will not sell, rent or provide personal information to unauthorised third parties for their independent use, without written consent from the user;

g. Redefine may transfer the user's personal information outside the borders of South Africa in the following instances:

a) User email addresses that are hosted outside South Africa;

b) To administer certain services, for example, cloud services;

c) The user grants Redefine the right to use or process any information, data, materials, or other content the user provides via the site in accordance with applicable laws; and

d) Information submitted by the user via the site will affect the quality of personal information obtained, as well as the security in and integrity of personal information retained and managed by Redefine in accordance with the Redefine data governance standards.

2.2. Redefine may collect the following personal information from the user:

a. Correspondence through the site (which may include the user's name, surname, address, email address and contact information);

b. Website connection information, statistics on page views, traffic to and from the website, IP address and standard web log information;

c. Preferences based on browsing and general website usage; and

d. Preferences based on voluntary provision of information by the user.

2.3. It remains possible for the user to make use of the site without submitting any information. Submission of this information is dependent on the use of the site by the user and is entirely voluntary.

2.4. Redefine collects, retains and processes such personal information for the following purposes:

a. To allow use of the site as an administrative and operational imperative;

b. To monitor and identify potential fraudulent activity;

c. To process the user's instructions and requests;

d. To provide personalised content and information and enhance user experiences;

e. To analyse site usage and to improve the site;

f. For online marketing strategies;

g. For market research, project planning, troubleshooting problems, detecting and protecting against errors, fraud or other criminal activity; and

h. For general historical, statistical and research activity.

2.5. Redefine shall retain records of personal information only for as long as necessary to achieve the purpose for which it was collected or processed, unless

a. retention of the record is required or authorised by law;

b. Redefine reasonably requires the information for lawful purposes related to its functions or activities;

c. retention of the record is required by a contract between the user and Redefine; or

d. the user consented to the retention of the record.

3. Withdrawal of consents and requests for information records

3.1. The user is entitled to withdraw any consent to process his/her personal information.

3.2. If the user withdraws consent to process personal information, the user should cease use of the site forthwith. Any further use will result in a renewed consent due to the binding nature of these terms and conditions.

3.3. The user is entitled to request:

a. on proof of identity, confirmation as to whether Redefine possesses any personal information pertaining to the user;

b. on proof of identity, a record or a description of the personal information about the user, including information about the identity of all third parties who currently have or have had access to the personal information; and

c. generally, any record Redefine may hold and is required to disclose to the user in terms of the Promotion of Access to Information Act 2 of 2000. See Redefine PAIA manual https://www.redefine.co.za/paia

3.4. The user may request Redefine to

a. correct or delete information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; and

b. destroy or delete a record of personal information about the user that Redefine is no longer authorised to retain in terms of applicable laws.

4. Third-party access to personal information

4.1. Redefine is not responsible for any representations or information or warranties or content on any third-party site (including third-party websites linked to this website, sites facilitated by us or websites that serve as social networks, like Facebook or Twitter), Redefine does not exercise control over the privacy policies of these third parties, and users should refer to the privacy policy of these third parties.

4.2. Redefine may enter into arrangements with its partners and other third-party suppliers in order for them to provide services. Those arrangements may require the disclosure of personal information, whether in person or by electronic transmission.

4.3. Request for information by third parties will only be granted under the following circumstances:

a. The user has provided consent in writing for the disclosure of this information to that third party; or

b. Redefine has a legal or contractual duty to transmit and disclose information to that third party.

4.4. No personal information will be made available to a third party unless that third party has agreed to abide by the strict confidentiality protocols that we require.

4.5. In the event of a proposed or actual merger, acquisition, or any form of sale of any assets, Redefine reserves the right to share personal information with the third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to all personal information records held by Redefine. The terms of the privacy statement will continue to apply.

5. Applicable laws and jurisdictions

5.1. This privacy statement is governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy statement.

C. USER AGREEMENT

1. Acceptance and consent

1.1. By using the site, the user expressly agrees to the terms and conditions of this user agreement. If the user does not agree to all of the terms and conditions, the user should not continue to use the site.

1.2. When the user installs or downloads Redefine apps, the user may be required to accept the terms and conditions or the end user licence agreement (collectively, an "EULA") of a third-party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which the user is bound by, the user agrees that the EULA is part of this agreement and will apply to the use of the Redefine apps.

1.3. The user agrees that this user agreement applies to any information accessed via the site, and to all sections of the site.

1.4. The user agrees that Redefine may collect, process and store the user's personal information for all purposes that relate to the site and the products, services, facilities, tools or utilities offered on the site.

1.5. The terms and conditions, together with the privacy statement, contain the entire agreement and understanding between the user and Redefine relating to all Redefine digital platforms and its content and use, and supersede any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either party.

2. Changes to this user agreement

2.1. Redefine reserves the right to change the terms and conditions of this user agreement and privacy statement at any time. Therefore, it is recommended that the user familiarises himself/herself with this user agreement regularly.

2.2. The most updated version of this user agreement will apply each time the user accesses and uses the site.

D. REGULATORY DISCLOSURE

Access to the site is classified as a form of "electronic transaction" in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECT Act) and, as such, the user is entitled to the below-mentioned disclosures in terms of Chapter 7 of the ECT Act:

Site owner:	Redefine Properties Limited (registration number 1999/018591/06)
Contact details:	investorenquiries@redefine.co.za
Website address:	http://www.redefine.co.za
Postal address:	P O Box 1731, Parklands 2121
Street address:	Rosebank Towers, 19 Biermann Avenue, Office Level 5, Rosebank, Johannesburg
Telephone number:	+27 11 283 0000
Governing terms of use:	These terms, including the Redefine privacy policy

Manual in terms of the Promotion of Access to Information Act 2 of 2000: https://www.redefine.co.za/paia

Management: The executive committee of Redefine Properties (Pty) Limited as determined from time to time

Costs associated with the access to and use of the service: No cost associated with accessing the service

Complaints and queries

- Any queries and complaints in relation to the operation and content of the site must be submitted to the following email address: investorenquiries@redefine.co.za
- All requests for reports and records must be submitted to Redefine's head office at the following email address: investorenquiries@redefine.co.za