Simply a better way to sell your home

Terms and conditions

At Eazi Real Estate we believe in keeping our clients informed every step of the way, and our website is no different. By continuing to use this website you agree to the below Terms and Conditions.

Eazi Real Estate (“Eazi”) Website Terms & Conditions

1. **Introduction**
   1.1. This page states the terms and conditions under which you may use the website, **www.eazi.com** (the "**Website**").

   1.2. The Website is made available to you by Eazi Real Estate (being Eazi Real Estate (Proprietary) Limited Registration number: 2015/411792/07, a limited liability private company duly registered in the Republic of South Africa, including its subsidiaries and holding companies from time to time) (referred to as "**Eazi**", "**we**", "**us**" and "**our**") ("**Terms and Conditions**").

   1.3. Eazi is predominantly a real estate group offering a full spectrum of property services. Eazi and its affiliates have a significant network of offices in Africa and the world.

2. **Contact us**
   2.1. The Website is controlled by Eazi. Should you have any queries or comments about the Website or our **Privacy Policy** you may contact us at:
      2.1.1. **our physical address**: The Colosseum Foyer 3,1st Floor, Century Way,Century City Cape Town, 7441;
      2.1.2. **our postal address**: P O Box 53012, Kenilworth, 7745;
      2.1.3. **our email address**: support@eazi.com; or
      2.1.4. **our contact number**: +27 860 000 777.
3. **Terms of use**
   3.1. These Terms and Conditions are binding and enforceable against all individuals and/or entities (referred to as "**you**"; "**your**" or "**user**") that access or use the Website, or any part thereof.

   3.2. By using the Website you will be regarded as having read these Terms and Conditions and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Website.

4. **Changes and amendments to these terms and conditions**
   4.1. Eazi reserves the right to change the information displayed on the Website including these Terms and Conditions at any time without notice to you.

   4.2. It is your responsibility to visit the Website periodically to review the Terms and

Conditions to which you are bound.

4.3. The new terms will be effective immediately when they are posted on the Website and, by continuing to access or use the Website, you will be deemed to have accepted the new terms (as published on the Website).

5. Copyright and intellectual property

5.1. The Website (and all related pages) including, but not limited to, pictures, photographs of properties used on the Website, any content, software, text, graphics, trade names, logos, trade-marks, designs and service marks or any other material contained in or electronically distributed on the Website (collectively referred to as the "**Website Content**") are protected by law, including but not limited to copyright and trade mark law (whether in South Africa or elsewhere in the world where the Website is accessed and/or used).

5.2. The "*Eazii Real Estate"* logo is a trademark of Eazi.

5.3. The Website, including the Website Content and Eazi Trademark, is the exclusive property of Eazi.

5.4. You understand that any reproduction of the Website Content and/or the Eazi Trademark **by you or any third party in any manner whatsoever is strictly prohibited.**

5.5. You will not / may not:

5.5.1. acquire any right, title or interest in or to the Website; Website Content or Eazi Trademark;

5.5.2. make a permanent copy of or reproduce this Website and/or the Website Content in any form whatsoever;

5.5.3. reproduce or incorporate this Website into any other website; and

5.5.4. frame this Website without the express written consent of Eazi.

5.6. You may only print, display or download temporary copies of the Website Content to your computer for your own personal **non-commercial use**.

5.7. Any use, distribution or reproduction of the Website Content or Eazi Trademark is prohibited (unless you are expressly authorised to do so by Eazi in writing). To obtain permissions for the commercial use of any Website Content and/or Eazi Trademark you must contact us at **support@eazi.com** prior to such use.

5.8. Where any of the Website Content has been licensed to Eazi or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party may impose on you from time to time and you agree to comply with such third party terms and conditions. You acknowledge that it will be your responsibility to familiarise yourself with such third party terms and conditions.

6. Links to third party websites

6.1. This Website may from time to time contain hyperlinks or reference to third party websites, news, advertisements or reviews (collectively "**third party links**") independently published and over which Eazi has no control. These Terms and Conditions do not apply to such third party links

6.2. The presence of any third party link on the Website is for your convenience only. Any such link does not mean that Eazi endorses it or has any association with the proprietor of such third party links.

6.3. Notwithstanding the fact that the Website may refer to or provide third party links, your use of such third party links is entirely at your own risk and we assume no responsibility for any loss, expense, claim or damage whatsoever, whether direct, indirect or consequential, arising from your use of such third party links or your reliance on any information contained thereon.

7. Interruptions and omissions

7.1. Whilst we take every care to ensure that the standard of the Website remains high and to maintain the continuity of it, you acknowledge that the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this Website (or any particular part of it).

7.2. You agree that Eazi will not be liable to you in any manner whatsoever in the event that it chooses to suspend, modify or terminate the Website.

8. Currency converter

8.1. All currencies on the Website will be displayed in South African Rand, notwithstanding the original currency in which captured.

8.2. Should you wish to use any other currency than South African Rand; you can change the default currency and select a currency of your choice by clicking on the drop down menu. Once you have selected the currency of your choice, the Rand value displayed will be translated from Rand to the currency you had selected.

8.3. The rate used in the currency conversions on the Website is updated every evening at midnight. The rate is sourced from Yahoo Finance API.

8.4. Eazi makes no representations or warranties of any kind (express or implied) with respect to the accuracy of the currency conversion.

9. Disclaimer

9.1. The Supplier makes no representations or warranties (express or implied) as to the quality, timeliness, operation, integrity, availability or functionality of this Website or

as to the accuracy, completeness or reliability of any information on this Website. The Supplier reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

9.2. The Supplier will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

9.3. Additional disclaimer

9.3.1. All erf and building size values which may be displayed on the Website are displayed as approximate size values and Eazi makes no representation nor gives any warranty that the erf and building size values are accurate and/or up to date.

9.3.2. Eazi provides the Website on an "*as is*" and "*as available*" basis and makes no representations or warranties of any kind (express or implied) with respect to the Website or the Website Content (including, but not limited to any pictures, photographs of properties, text, graphics, advertisements, files, links, financial calculators, currency conversion; erf and building size/s, general property information or other items on the Website) and disclaims all representations and warranties.

9.3.3. **In addition, we make no representation nor give any warranty, undertaking or term** (either express or implied) as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses, Trojans, bombs, time-locks or any other data code or harmful mechanisms (which has the ability to corrupt or affect the operation of the Website or our systems) of the Website Content.

9.3.4. **We make no representation nor give any warranty that the Website Content** will be accurate, up to date, uninterrupted or error free.

9.3.5. **Eazi cannot be held liable for any inaccurate information or content published on the Website** save where such liability arises from the gross negligence or wilful misconduct of Eazi.

9.3.6. **Eazi shall not be liable for any direct, indirect, incidental, special or consequential loss or damages** which might arise from your use of, or reliance upon, the Website and/or the Website Content; or your inability to use the Website and/or the Website Content, and/or any unlawful activity on the Website and/or third party links.

9.3.7. **YOU HEREBY INDEMNIFY EAZI AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY** ARISING IN ANY WAY FROM YOUR USE OF THE WEBSITE, WEBSITE CONTENT AND/OR ANY THIRD PARTY LINKS.

9.3.8. Nothing on the Website shall be regarded or taken as financial, investment or property advice. The information contained on the Website may not be relied upon in connection with any financial, investment or property decision you may make.

9.4. Please contact us to report any possible Website malfunctions or errors by way of email to **support@eazi.com**.

10. Indemnity

10.1. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE TO WHICH YOU PUT **THE WEBSITE AND ALL THE RESULTS AND INFORMATION YOU OBTAIN FROM IT AND THAT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, REPRESENTATIONS AND TERMS** WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED BY EAZI TO THE FULLEST EXTENT PERMITTED BY LAW.

10.2. Save in respect of liability for death or personal injury arising out of our gross negligence or for fraudulent misrepresentation, we and all contributors to the Website hereby disclaim, to the fullest extent permitted by law, all liability for any loss or damage including any consequential or indirect loss or damage incurred by you, whether arising in delict, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use the Website.

11. **Limitation of Liability**

11.1. THE SUPPLIER SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF THE SUPPLIER.

11.2. YOU HEREBY INDEMNIFY THE SUPPLIER AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM THE SUPPLIER OR ONE THAT PURPORTS TO EMANATE FROM THE SUPPLIER, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF THE SUPPLIER

12. Privacy and protection of personal information

12.1. Personal information is crucial to the running of Eazi's business and is one of its most valuable business tools. Eazi respects and values the security and privacy of your personal information and follows security procedures when storing and disclosing your personal information to prevent unauthorised access to such information.

12.2. You agree that we may collect, store and use certain personal information about you in accordance with our **Privacy Policy**.

13. Cookies

13.1. To make your experience visiting the Website as simple and convenient as possible we use "*cookies*". The Website uses first-party cookies and second-party cookies and other similar technologies for measurement, data analysis, targeted advertising and potential personalisation of the Website so that Eazi can better serve you with more

customised information when you return to the Website.

13.2. "Cookies" are small text files containing small amounts of information which are downloaded to your device when you visit a website. "Cookies" are sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. "Cookies" are useful as they allow a website to recognise your device. "Cookies" thus recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and content. "Cookies" can thus be used to enhance your interactive experience and generally improve the Website.

13.3. If you do not want your information to be collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature and which notify you when you are sent a "cookie", giving you the chance to decide whether or not to accept it. You can read more about cookies at www.allaboutcookies.org. **If you do not accept the use of "cookies" or fail to deny the use of "cookies", you consent to Eazi's use of any of your information collected by Eazi using "cookies"**. Such use shall be limited to use for marketing, compiling statistics and to provide you with better access to the Website.

13.4. User behaviour on the Website is tracked using Google Analytics "*Universal Analytics*" tracking solution which anonymises and aggregates data about your behaviour on the Website. In addition, the Website uses Google Analytics Demographics and Interest Reporting. Eazi will not facilitate the merging of your personal information with non- personally identifiable information collected through Google advertising products or features unless you are notified thereof and consent (or opt-in) thereto. **You may opt-out of the Google Analytics Display Advertiser features by visiting https://tools.google.com/dlpage/gaoptout/**.

14. Invalidity

14.1. If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

15. General Provisions

15.1. These Terms and Conditions are governed by the laws in force in the Republic of South Africa.

15.2. In the event of any dispute arising between you and Eazi, you consent to the jurisdiction of the Western Cape High Court (notwithstanding that the quantum in the action or proceedings may otherwise be beyond the monetary jurisdiction of that court).

15.3. Eazi may legally assign any of its rights and obligations under these Terms and Conditions at any time without giving you notice.

15.4. You agree that you shall only use the Website for lawful purposes and shall not in any manner whatsoever modify, distribute or exploit the Website Content of without Eazi's prior written consent. You also agree that you shall not abuse or misuse the Website or the Website Contents in any manner whatsoever.

16. Use of the Website

16.1. By entering this Website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized The Supplier representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

16.2. This site is protected by reCAPTCHA and the *Google Privacy Policy* and *Terms of Service* apply.

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