

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. INTRODUCTION AND CONTRACTUAL RELATIONSHIP

“Downtown Student Living” is a service provided by JR 1146 Investments CC (hereinafter “**JR**”, “**we**”, “**our**” or “**us**”), a close corporation established in South Africa, having its registered postal address at: PO Box 28650, Danhof, Bloemfontein, Free State, 9310, duly registered with the Companies and Intellectual Property Commission (hereinafter the “**CIPC**”) of the Republic of South Africa, under registration number: 1998/033580/23. The access, view or use by you, an individual, from within any country in the world (excluding Mainland China [where applicable]) of our websites (hereinafter the “**Website**”), content, interactive features, products, system services, other digital content and services (collectively, the “**Service**” or “**Services**”) is subject to these Terms of Service contained in this document (hereinafter “**JR Terms**”) (together referred to as the “**Terms**”). By using the Service, you acknowledge and accept the Service's Privacy Policy and consent to the collection and use of your data in accordance with our Privacy Policy.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access, view and use of the Services constitutes your agreement to be bound by these Terms, which establishes a lawful and binding contractual relationship between you and JR. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. JR may immediately terminate or suspend these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

By accessing or using our Services in any way you are agreeing to comply with these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). The Additional terms may apply to certain Services, such as a particular event, activity or promotion, and such Additional Terms will be disclosed to you in connection with the applicable Services. Additional Terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable

Services. Additional Terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

The business realities associated with operating the Services are such that, without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes – we would not make the Service available to you.

JR and its affiliates provide the Services to you subject to the following notices, terms, and conditions.

2. **UPDATES TO THE TERMS**

JR may amend the Terms related to the Services from time to time. AS OUR SERVICES EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICES MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICES UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OR CONTINUED ACCESS OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR CONSENT AND GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Services (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page and the e-mail you associated with your account for notices, and you agree that the means set forth in these Terms are all reasonable manners of providing you with notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

3. **CONTENT, OWNERSHIP, LIMITED LICENSE, AND RIGHTS OF OTHERS**

A. **Content**

The Services contain a variety of:

- i) materials and other items relating to the Website, and its products and the services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Services, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code);
- ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of JR, including, without limitation, the Website ("**Trademarks**"); and
- iii) other forms of intellectual property (all of the foregoing including Trademarks, collectively, "**Content**").

B. **Ownership**

The owner of the Services (including past, present, and future versions) and the Content is JR. All right, title, and interest in and to the Content available via the Services is the property of JR and may be protected by South African and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. JR owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. The Content may not be copied or used, in whole, partial, or modified form, without the prior written permission of JR or, if applicable, its licensor or affiliate. You may not use any meta tags or any other "hidden text" utilizing a JR name, trademark, or product name without JR's express written consent. Accordingly, the Services and all rights therein are and shall remain JR's property or the property of JR's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner JR's company names, logos, product and service names, trademarks or services marks or those of JR's licensors.

C. **Limited License to Content**

Subject to your strict compliance with these Terms and any Additional terms, JR grants you a limited, non-exclusive, non-sublicensable, non-sharable, revocable, non-transferrable license to:

- i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "**Device**") for your personal, non-commercial use only;

access, view and use the Applications on your personal device solely in connection with your use of the Services; and

- ii) access, view and use any content, information and related materials that may be made available through the Services (including the software in connection with the Services), in each case solely for your personal, non-commercial use to the Services in accordance with these Terms. Any rights not expressly granted herein are reserved by JR and JR's licensors.

The foregoing limited license:

- i) does not give you any ownership of, or any other intellectual property interest in, any Content, and
- ii) may be immediately suspended or terminated for any reason, in JR's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. **Content use and Restrictions**

You agree to the Website and Services in accordance with these Terms and applicable laws and regulations. You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using the Website. In connection with your use of the Website and the Services:

- i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual

process of any kind;

- ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout);
- iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content;
- iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands;
- v) you will not make any modifications to such Content;
- vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of JR or, in the case of Content from a licensor, the owner of the Content;
- vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience;
- viii) you will not decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- ix) you will not link to, mirror or frame any portion of the Services;
- x) you will not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- xi) you will not attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks;
- xii) you will not engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- xiii) you will not impersonate another person or log into an account which you are not authorised to access;
- xiv) you will not use or attempt to use another user's account without authorisation from that user and JR;

- xv) you will not use the Website in any manner that could interfere with, disrupt, or impair the functioning of the Website in any manner, including with respect to JR's network or network security;
- xvi) you will not interfere or attempt to interfere with service or any other user, host or network, including by way of introducing a virus, overloading, "flooding" or crashing, or sending unsolicited communications, promotions or advertisements;
- xvii) you will not reverse engineer, decompile, or disassemble any aspect of the Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Website; and
- xviii) you will not develop or use any third party applications that interact with the Website without prior written consent, including any scripts designed to scrape or extract data from the Website.

E. Rights of Others

When using the Services, you must respect the intellectual property and other rights of JR and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see **Section 7** below.

F. Reservation Of All Rights Not Granted As To The Content And Service

These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Services. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by JR and its licensors and other third parties. ***Any unauthorized use of any Content or the Service for any purpose is prohibited.***

4. **LINKS**

A. **Links to other sites**

Our Services may link to sites not maintained or related to the Website. We provide these links as a service to our users. We do not sponsor or endorse these other sites and we have not reviewed the other sites. We are not responsible for the content of any other sites. You may access those other sites through the links at your own risk. These Terms and our Privacy Policy do not apply to other sites. Please review the terms and conditions and privacy policy for any other site that you may visit through a link on our Service. Such other sites may have Terms and/or privacy policies that differ from that of the Website, and the other sites may provide less security than our Service. JR disclaims all liability in connection therewith.

B. **Links by You to the Services**

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Services, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with JR or cause any other confusion, and (c) the links and the content on your website do not portray JR or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to JR. JR reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

C. **Dealings with Third Parties**

Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Services (including on or via linked services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). JR disclaims all liability in connection therewith.

Accordingly, the Services may be made available or accessed in connection with third party services and content (including advertising) that JR does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. JR does not endorse such third party services and content and in no event shall JR be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google,

Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

5. **PRIVACY POLICY**

We know your personal information is important to you, so it's important for us. The privacy of the users is in line with the Protection of Personal Information Act 4 of 2013 and any other applicable legislation. Therefore, our collection and use of personal information in connection with the Services is as provided in JR's Privacy Policy located at: <https://www.studentaccommodation.africa/>, which details how your information is used when you use our services.

6. **REGISTRATION, PASSWORD AND SECURITY**

Whenever you provide us information on our Services, you agree to:

- a) provide true, accurate, current, and complete information; and
- b) maintain and promptly update such information to keep it true, accurate, current, and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current, or incomplete, JR may without notice suspend or terminate your access to our Services and refuse any and all current or future use of our Services (or any portion thereof).

In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for a user account through our registration process that we make available through the Service. The Service's practices governing any resulting collection and use of your personal information are disclosed in our **Privacy Policy**. If any portion of our Service requires you to register or open an account you may also be asked to choose a password and a username. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion;

- (i) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete;
- (ii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity;
- (iii) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password;
- (iv) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and
- (v) You will not sell, transfer, or assign your account or any account rights. Without limiting any rights which JR may otherwise have, JR reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Service and your account, including, without limitation, terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, JR may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall JR be held liable to you for any liabilities or damages resulting from or arising out of:
 - a. any action or inaction of JR under this provision,
 - b. any compromise of the confidentiality of your account or password, or
 - c. any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the Service is invulnerable to all security breaches, and that JR makes no warranty, guarantee, or representation that use of any of our Service is protected from viruses, security threats, or other vulnerabilities.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

7. **COPYRIGHT AND COPYRIGHT COMPLAINTS**

The license does not include any right to, and you will not a) sell, resell or commercially use the Website; b) copy, reproduce, distribute, publicity, perform or public display the Website ; c) modify the Website or JR Services, remove any propriety rights notice or marking, or otherwise make any derivative uses of the Website or JR Services; d) use any data mining, robots or similar dating gathering or extraction methods on the Website; and e) use the Website or JR Services other than of their intended purpose.

the Website is protected by the copyright laws of the Republic of South Africa, international treaties and conventions, and other laws, and JR retains all right, title and interest in and to the Website , including all intellectual property rights associated with the Website, except as expressly granted above, you have no intellectual property rights in the Website (including any rights to use the trademarks, trade names, service marks, logos, domain names, and other distinctive brand features) and JR reserves all rights not expressly granted to you.

A. **The Copyright Act No. 98 of 1978.**

JR will respond appropriately to notices of alleged copyright infringement that comply with the Copyright Act No. 98 of 1978. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all necessary and relevant information in order to ascertain the alleged copyright infringement, which includes:

- i) a legend or subject line that says: "Copyright Infringement Notice";
- ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is

reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);

- iv) your full name, address, telephone number and e-mail address;
- v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vi) a declaration by you, duly commissioned, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- vii) your electronic or physical signature.

Claims of copyright infringement should be sent to JR's designated agent. Please visit JR's web page at: <https://www.studentaccommodation.africa/>, for the designated address and additional information.

It is often difficult to determine if your copyright has been infringed. JR may elect to not respond to such notices that do not substantially comply with all of the foregoing requirements, and JR may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the Copyright Act No. 98 of 1978 or business practice.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a Counter-Notification.

Without limiting JR's other rights, JR may to the Service and any other website owned or operated by JR.

If access on the Service to a work that you submitted to JR is disabled or the work is removed as a result of a notice in terms of the Copyright Act No. 98 of 1978, and if you believe that the disabled, in appropriate circumstances, terminate a repeat infringer's access or removal is the result of mistake or misidentification, then you may send us a Counter-Notification. Your Counter-Notification should contain the following information:

B. Counter-Notification.

If access on the Service to a work that you submitted to JR is disabled or the work is removed as a result of a notice contemplating the Copyright Act No. 98 of 1978, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a Counter-Notification to the addresses above. Your Counter-Notification should contain the following information:

- i) a legend or subject line that says: " The Copyright Act No. 98 of 1978 Counter-Notification";
- ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled);
- iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv) your full name, address, telephone number, e-mail address, and the username of your account;
- v) a statement that you consent to the jurisdiction of the High Court in which your address is located and that you will accept service of process from the person who provided The Copyright Act No. 98 of 1978 notification to us or an agent of such person; and
- vi) your electronic or physical signature.

If we receive a Counter-Notification contemplating the Copyright Act No. 98 of 1978, then we may replace the material that we removed (or stop disabling access to it) in not less than ten 10 (TEN) and not more than fourteen 14 (FOURTEEN) business/working days following receipt of the Copyright Act No. 98 of 1978 Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the Copyright Act No. 98 of 1978 Copyright Infringement Notice has instituted formal legal proceedings asking a court for an order interdicting or restraining the person who provided the material from engaging in infringing activity relating to the material on the

Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the Copyright Act No. 98 of 1978 Copyright Infringement notice.

8. **SUBMISSIONS: JR**

A. **User Submissions**

i) **General**

JR may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, "submit") reviews, messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, sounds, music, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User Submissions"). JR may allow you to do this through forums, e-mail, and other communications functionality. Subject to the license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User Submissions and you remain ultimately responsible for it.

ii) **Non-Confidentiality of Your User Submissions**

Except as otherwise described in the Service's posted **Privacy Policy** or any Additional Terms, you agree that: (a) your User Submissions will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (b) JR does not assume any obligation of any kind to you or any third party with respect to your User Submissions. Upon JR's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User Submissions may not be secure, and you will consider this before submitting any User Submissions and do so at your own risk. In your communications with JR, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows,

theatrical productions, software or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User Submissions and licensed to us as set forth below. In addition, JR retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. JR's receipt of your Unsolicited Ideas and Materials is not an admission by JR of their novelty, priority, or originality, and it does not impair JR's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

iii) **License to JR of Your User Submissions**

Except as otherwise described in any applicable Additional Terms, you grant to JR the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Submissions (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to:

- a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Submissions and combine same with other materials, and
- b) use any ideas, concepts, know-how, or techniques contained in any User Submissions for any purposes whatsoever, including developing, producing, and marketing products and/or services.

You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to JR to your User Submissions, you also hereby grant to JR, and agree to grant to JR, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User Submissions, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner

that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 8 (A)(iii).

iv) **Exclusive Right to Manage Our Service**

JR may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User Submissions, and JR may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User Submissions without notice or any liability to you or any third party in connection with our operation of User Submissions venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the **Rules** (defined in **Section 8(B)**). Such User Submissions submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User Submissions on the Service or elsewhere.

v) **Representations and Warranties Related to Your User Submissions**

Each time you submit any User Submissions, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Submissions you submit, and that, as to that User Submissions: (a) you are the sole author and owner of the intellectual property and other rights to the User Submissions, or you have a lawful right to submit the User Submissions and grant JR the rights to it that you are granting by these Terms and any Additional Terms, all without any JR obligation to obtain consent of any third party and without creating any obligation or liability of JR; (b) the User Submissions is accurate; (c) the User Submissions does not and, as to JR's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User Submissions will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

vi) **Enforcement**

JR has no obligation to monitor or enforce your intellectual property rights to your User Submissions, but you grant us the right to protect and enforce our rights to your User Submissions, including by bringing and controlling actions in your name and on your behalf (at JR's cost and expense, to which you hereby consent and irrevocably appoint JR as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules

As a user of the Service, these Community Usage Rules ("**Rules**") are here to help you understand the conduct that is expected of visitors of the Service's online forums ("**Communities**").

vii) **Nature of Rules**

Your participation in the Communities is subject to all of the Terms, including these Rules:

a. **Your User Submissions**

All of your User Submissions either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User Submissions should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User Submissions that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User Submissions or has any rights to your User Submissions, or if anyone appears or is referred to in the User Submissions, then you must also have their permission to submit such User Submissions to JR (for example, if someone has taken a picture of you and your friend, and you submit that photo to JR as your User Submissions, then you must obtain your friend's and the photographer's permission to do so.).

b. **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family**

If you choose to submit photos to the Service, link to

embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.

c. Act Appropriately

All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User Submissions might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, bullying, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User Submissions must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User Submissions must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.

d. Do Not Use for Commercial or Political Purposes

Your User Submissions must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

e. Do Not Use for Inappropriate Purposes.

Your User Submissions must not promote any infringing, illegal, or other similarly inappropriate activity.

f. Be Honest and Do Not Misrepresent Yourself or Your User Submissions

Do not impersonate any other person, user, or company, and do not submit User Submissions that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.

g. Others Can See

We hope that you will use the Communities to exchange information and content and have venue appropriate discussions about job search-related issues with other

members. However, please remember that the Communities could be viewed in the public domain and User Submissions that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.

h. Don't Share Other Peoples' Personal Information

Your User Submissions should not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method.

i. Don't Damage the Service or Anyone's Computers or Other Devices (Bins, Waste Sites and related)

Your User Submissions must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User Submissions that JR reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User Submissions in question being removed from the Service.

(ii) Your Interactions With Other Users; Disputes

You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

9. **SECURITY**

Violating the security of our Service is prohibited and may result in criminal and civil liability. JR reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by JR in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to JR under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from JR, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. Examples of security violations may include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Service or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network, including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

10. **PAYMENT**

You understand that use of the Services may result in charges to you for the services you receive from a Third Party Provider (“Charges”). After you have received services obtained through your use of the Collection Service, JR will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, national, provincial and municipal tolls, airport surcharges and processing fees for split

payments, and will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by JR. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. JR will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by JR using the preferred payment method designated in your Account, after which JR will send you a receipt by e-mail. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that JR may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and JR, JR reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in JR's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. JR will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to voluntary compensation, JR does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by JR (on JR's website, in the Application, or in JR's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that JR provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

11. **DISCLAIMERS; LIMITATION OF LIABILITY INDEMNITY.**

DISCLAIMER OF WARRANTIES.

THE SERVICE INCLUDING ALL CONTENT INCLUDED OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED

ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. Therefore, to the fullest extent permissible by law, JR, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the "**JR Parties**"), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- a) the Service (including the Content and the User Submissions);
- b) the functions, features, or any other elements on, or made accessible through, the Service;
- c) any products, services, developer code or instructions offered or referenced at or linked through the Service;
- d) security associated with the transmission of your User Submissions transmitted to JR via the Service;
- e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- g) whether any defects to, or errors on, the Service will be repaired or corrected;
- h) whether your access to the Service will be uninterrupted;
- i) whether the Service will be available at any particular time or location; and
- j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A JR PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT YOU USE THE SERVICE AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, THE JR PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE SERVICE'S CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE,

CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

AT TIMES YOU MAY EXPERIENCE DIFFICULTY ACCESSING THE SERVICE OR COMMUNICATING WITH THE JR PARTIES THROUGH THE INTERNET OR OTHER ELECTRONIC WIRELESS SERVICES AS A RESULT OF HIGH INTERNET TRAFFIC, TRANSMISSION PROBLEMS, SYSTEMS CAPACITY LIMITATIONS, OR OTHER PROBLEMS. ANY COMPUTER SYSTEM OR OTHER ELECTRONIC DEVICE, WHETHER IT IS YOURS, AN INTERNET SERVICE PROVIDER'S, OR JR'S, CAN EXPERIENCE UNANTICIPATED OUTAGES OR SLOWDOWNS OR HAVE CAPACITY LIMITATIONS. THE JR PARTIES MAKE NO WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY OF THE INTERNET OR CELL OR DATA SERVICE ON YOUR DEVICE.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

LIMITATION OF LIABILITY.

JR SHALL NOT BE LIABLE, IN LAW OR IN EQUITY, TO YOU OR TO ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF JR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JR SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF JR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (iii) THE COS PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iv) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) OR ANY OTHER MATTER RELATING TO THIS TERMS OR THE SERVICES, WHETHER AS A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, OR ANY OTHER LIABILITY. JR SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND JR'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 11 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW

INDEMNITY.

To the fullest extent allowed by law, you agree to, and you hereby, defend, indemnify, and hold the JR Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any JR Party, or on account of the investigation, defence, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter:

- i) your User Submissions;
- ii) your use of the Service and your activities in connection with the Service;
- iii) your breach or alleged breach of these Terms or any Additional Terms;
- iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service;
- v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity;
- vi) any misrepresentation made by you; and
- vii) JR's use of the information that you submit to us (including your User Submissions) (all of the foregoing, "**Claims and Losses**").

You will cooperate as fully required by JR Parties in the defence of any Claims and Losses. Notwithstanding the foregoing, JR Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. JR Parties reserve the right to assume the exclusive defence and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a JR Party.

12. **GOVERNING AND APPLICABLE LAW**

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of Republic of South Africa, excluding its rules on conflicts of laws. We reserve the right to make changes to our Service and these disclaimers, terms, and conditions at any time.

13. **SEVERABILITY**

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”

14. **TERMINATION**

JR reserves the right, in its sole discretion, to terminate your account and restrict your use of all or any part of the Service for any reason or no reason, without notice, and without liability to you or anyone else. These Terms remain effective even after your account is terminated.

15. **ARBITRATION AGREEMENT AND DISPUTE RESOLUTION**

Reference to “parties” means JR and the other party or parties to the dispute and reference to “party” means any one of them as the context requires.

Reference to “this agreement” or “the agreement” means the Terms.

15.1 Prior to the initiation of formal arbitration procedures, the parties shall, within 5

(FIVE) business days after the raise of any dispute, first attempt to resolve the dispute informally, by way of negotiation. Each party may appoint a single designated representative, who shall have the authority of the party they represent to settle the dispute.

15.1.1 Negotiation will commence by one of the parties requesting the other in writing to meet and to attend to resolve the dispute.

15.1.2 If the dispute has not been resolved by negotiations within 10 (TEN) business days of the commencement thereof, then such dispute shall be referred by the parties to mediation which shall be administered by the Arbitration Foundation of South Africa (hereinafter "**AFSA**") in terms of the AFSA Mediation Rules. Any party to this agreement may refer the dispute to mediation. Notwithstanding the foregoing, the parties reserve the right to refer the dispute directly to arbitration (in terms of clause 15.2) and thus bypass mediation (as per clause 15.1.2 and 15.1.3), subsequent from unsuccessful negotiations in this scenario, the consent and/referral of the parties or party to refer the dispute to mediation shall be deemed not to have been given.

15.1.3 If either party is unwilling to accept the opinion expressed by the mediator then they may, by notice delivered to the other within 30 (THIRTY) calendar days of receipt of the mediator's opinion, then the parties shall submit the dispute for arbitration.

15.2 Without detracting from either party's right to institute action or motion proceedings in a Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this agreement, the parties may, by mutual consent, follow the arbitration procedure as set out in this clause. Should any dispute arise between the parties in the widest sense in connection with (both of which being hereafter referred to as "**the matter**") regarding:

15.2.1 the interpretation or layout of or application of the provisions of, or

15.2.2 The formation or existence of, or

15.2.3 The carrying into effect of, or

15.2.4 the parties' respective rights and obligations in terms of or arising out of, or

15.2.5 the compliance of any provision of, or

15.2.6 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of, or

15.2.7 any matter arising out of the termination of, or

15.2.8 the rectification of this agreement, or

15.2.9 any documents furnished by the parties pursuant to the provisions of this agreement or which relates in any way to any matter affecting the interests of the parties,

then and in that event, the matter may be referred to arbitration for settlement after it has, by written notice by the involved party to the other parties, been requested, and in which case the event shall be adjudicated and settled by way of arbitration.

15.3 the arbitration referred to in clause 15.2 above, shall:

15.3.1 be held at such place within the Republic of South Africa as the parties may agree to in writing promptly after the arbitration has been requested by written notice as contemplated in clause 15.2.9, and in the event that no agreement is reached, the city of Bloemfontein;

15.3.2 be held in an informal and summary manner and well on the basis that it will not be necessary to comply with any of the following:

15.3.2.1 the customary formalities or procedures (there will for example be no pleadings or discovery);

15.3.2.2 the strict rules of the law of evidence; and

15.3.3 be held without delay with the aim to settle and finalise the matter as soon as possible after the date that it arose, preferably with a view to it being completed within 21 (TWENTY ONE) calendar days after it is demanded;

15.3.4 otherwise (but subject to sub paragraphs 15.4, 15.5 and 15.6 below) pursuant to the provisions of the Arbitration Act 42 of 1965 of the Republic of South Africa (as amended from time to time) or such other Arbitration Act in force from time to time, save where inconsistent with any of the provisions of this paragraph 15.

15.4 the arbitrator shall be:

15.4.1 if the matter is mainly an accounting matter, an impartial practicing chartered accountant with no less than 10 (TEN) years' experience;

15.4.2 if the matter is mainly a legal matter, a practising senior advocate or attorney, who has been practicing as such for no less than 10 (TEN) years;

- 15.4.3 if the matter is of a different nature than that which is mentioned in 15.4.1 or 15.4.2 above, an impartial person who has been agreed upon in writing by the PARTIES within 7 (SEVEN) calendar days after the arbitration has been requested, failing which, a person appointed by and on behalf of the Director of the Legal Practice Council or similar office bearer where JR is situated.
- 15.4.4 If the matter is referred to the Legal Practice Council, as mentioned in clause 15.4.3 above, it shall be accompanied by a memorandum of the facts signed by or on behalf of the involved parties. A decision shall be made by or on behalf of the Director of the Legal Practice Council as soon as possible thereafter and shall simultaneously appoint an arbitrator.
- 15.5 If the involved parties cannot agree in writing within 7 (SEVEN) calendar days after the arbitration has been requested whether the matter falls within the ambit of subparagraphs 15.4.1, 15.4.2 or 15.4.3, a senior advocate who has been practicing as such for no less than 10 (TEN) years and who has been appointed by the involved parties (failing an agreement, appointed by the abovementioned Director of the Legal Practice Council as soon as possible thereafter), will within 7 (SEVEN) calendar days after receipt of a written memorandum of the facts, signed by the involved parties, give the necessary decision and appoint an arbitrator, and the arbitration held and concluded, if possible, within the prescribed period of 21 (TWENTY ONE) calendar days.
- 15.6 The arbitrator shall allow before him an appearance of the involved party and/or his/her legal representative and shall take into account all representations so made before him. The arbitrator shall accept such principles and follow such procedures as he, in his absolute discretion, deems fair, reasonable and just.
- 15.7 The arbitrator shall decide who shall be liable for his fees and disbursements.
- 15.8 The arbitrator shall notify all of the involved parties of his determination in the matter in writing.
- 15.9 The parties irrevocably agree that the determination made in the arbitration proceedings:
- 15.9.1 are binding on the parties;
- 15.9.2 will be carried out as soon as reasonably possible, and
- 15.9.3 may be made an order of any authorised Court of competent jurisdiction.
- 15.10 The provisions of this paragraph 15 are severable from the rest of the agreement and will continue to be of full force and effect and binding between the parties,

even if these Terms are terminated.

- 15.11 The provisions of this paragraph do not prevent any party, in expectation of and pending the determination of the arbitrator, to obtain an interim legal remedy on an urgent basis from a Court with competent jurisdiction.

16. **MISCELLANEOUS**

General

These Terms constitute the entire agreement between you and us with respect to the use of our Service, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us regarding such subject matter. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Service. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Subject to Section 14 above [severability], if any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the course of conduct nor course of dealing between the parties nor trade practice shall act to modify any provision of these Terms. JR may assign its rights and duties under these Terms to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without our written consent. The provisions of these Terms and any Additional Terms (including the terms applicable to User Submissions), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to JR in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration. These Terms do not provide any third party with any remedy, claim, or right of reimbursement. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular and the word "or" is used in the inclusive sense (and/or). The term "including" as used herein shall mean including, without limiting the generality of any description preceding such term (regardless of whether the term "including" is followed by words such as "but not limited to" or "without limitation" in some provisions but not others). The headings in these Terms are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the provisions of these Terms.

Notice.

JR may give notice by means of a general notice on the Services, electronic mail to your e-mail address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to JR by written communication to JR's e-mail address: admin@downtownstudentliving.co.za.

Assignment.

You may not assign or transfer these Terms in whole or in part without JR's prior written approval. You give your approval to JR for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of JR's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, JR or any Third Party Provider as a result of the contract between you and JR or use of the Services.