



DAINFERN

WEBSITE TERMS AND CONDITIONS OF USE

Your access to, and use of the Dainfern Golf Estate website ("Website") is subject to the following Terms and Conditions of Use ("Terms") and all applicable laws and regulations. By accessing this Website, you ("you" or "user") are agreeing to be bound by these Terms and all applicable laws and regulations. If you do not agree with any of the Terms, you are prohibited from using or accessing this Website.

1. Use License

- 1.1. Permission is granted to temporarily download one copy of the information and/or software on the Website ("materials") for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license the user may not itself, nor through a third party:
 - 1.1.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
 - 1.1.2. decompile, disassemble or reverse engineer any portion of the Website;
 - 1.1.3. write and/or develop any derivative of the Website or any other software program based on the Website;
 - 1.1.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of the Dainfern Homeowners Association NPC with registration number: 1991/004217/08 ("DHA");
 - 1.1.5. without the prior written consent of the DHA provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
 - 1.1.6. remove any identification, trademark, copyright or other notices from the Website or the materials; and

1.1.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

1.1.8. notwithstanding anything to the contrary contained in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

1.2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by the DHA at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

1.3. The DHA reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

1.4. The DHA does not guarantee continuous, uninterrupted, or secure access to the Website, as operation of the Website may be interfered with because of a number of factors which are outside the control of the DHA.

2. Intellectual Property

All copyright, trademarks, design rights, patents, and other intellectual property rights (Registered and unregistered) in and on the Dainfern Golf Estate Website and the Dainfern Golf Estate Content belong to the DHA and/or third parties (which may include you or other users.) The DHA reserves all its rights in the Dainfern Golf Estate Content and its online services. Nothing in the Terms grants you a right or license to use any trademark, design right or copyright owned or controlled by the DHA or any other third party except as expressly provided in the Terms.

3. Disclaimer

3.1. The materials on the Website are provided "as is".

3.2. The DHA makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the

Website, including without limitation:

- 3.2.1. The DHA does not warrant that the Website or materials shall be error-free or that they shall meet any particular criteria of performance or quality. The DHA expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy; and
- 3.2.2. whilst the DHA has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads, or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

4. Limitations

- 4.1. The user's use of this Website and the materials contained on the Website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 4.2. The transmission of information via the internet, including without limitation email, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall the DHA be liable for any loss, harm or damage suffered by the user as a result thereof. The DHA reserves the right to request independent verification of any information transmitted via email and the user consents to such verification should the DHA deem it necessary.
- 4.3. To the extent permissible by law:
 - 4.3.1. Neither the DHA, nor its directors, affiliates, members, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if the DHA knows or

should reasonably have known or is expressly advised thereof.

- 4.3.2. The liability of the DHA for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to the DHA rectifying the malfunction, within a reasonable time, provided that the DHA is notified immediately of the damage or faulty execution of the Website. In no event shall the DHA be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use.
- 4.3.3. You hereby unconditionally and irrevocably indemnify the DHA and agree to hold the DHA free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by you as a direct or indirect result of:
1. Your use of the Website.
 2. Your failure to comply with any of the Terms or other requirements which the DHA may impose from time to time; or
 3. Any unavailability of, or interruption in the service which is beyond the control of the DHA.

5. Revisions and Errata

- 5.1. The DHA makes no warranty or representation as to the availability, accuracy or completeness of the materials. You expressly waive and renounce all your rights of whatever nature that you may have against the DHA for any loss suffered by you, as a result of information supplied by the DHA being incorrect, incomplete, or inaccurate.
- 5.2. The materials appearing on the Website could include technical, typographical, or photographic errors. The DHA does not warrant that any of the materials on its Website are accurate, complete, or current. The DHA may make changes to the materials contained on its website at any time without notice. The DHA does not, however, make any commitment to update the materials.

6. Links

- 6.1. The DHA may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and the DHA does not endorse, nor does the inclusion of any link imply the DHA's endorsement of such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 6.2. While the DHA tries to provide links only to reputable websites or online partners, the DHA cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the DHA. The DHA is not responsible for and neither gives warranties nor makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 6.3. You agree that the DHA shall not be held liable, directly, or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealing with, or as a result of the presence of such third party linked websites on the Website. Any dealing that you may have with any linked websites, including advertisers found on the Website are solely between you and the third party website.
- 6.4. Use of any such linked website is at the user's own risk.

7. Security

- 7.1. In order to ensure the security and reliable operation of the Website, the DHA hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 7.2. You may not utilise the Website in any manner which may compromise the security of the DHA's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the DHA suffer any damage or loss, civil damages shall be claimed by the DHA against the user.

8. Site Terms of Use Modifications

The DHA reserves the right, in its sole discretion, to amend and/or replace any portion, or the whole of, the Terms without notice. Each time a user accesses and/or uses the Website, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the DHA from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.

9. Governing Law

- 9.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 9.2. This Website is controlled and operated on behalf of the DHA by the web hosting administrators In The Creative Box (Pty) Ltd from its offices within the Republic of South Africa. The DHA makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

10. General

10.1. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

10.2. The DHA's failure to act with respect to a breach by you or others does not constitute a waiver of the DHA's right to act with respect to subsequent or similar breaches.

11. Security

The security of your personal information is important to us. When you provide sensitive information (such as a credit card number) to us, we encrypt the transmission of that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission, or method of electronic storage, is completely secure. Therefore, we cannot guarantee its absolute security.

12. Contact

You can contact us about this Terms and Conditions of Use notice by emailing us at askguru@dainfern.co.za or by writing to us at the following address: Dainfern Homeowners Association NPC, 633 Gateside Avenue, Dainfern, Midrand, Johannesburg, South Africa. Telephone Number: +27 11 875 0401