



SILVER LAKES HOMEOWNERS ASSOCIATION NPC

TERMS AND CONDITIONS

1. Introduction

- 1.1. This website can be accessed at www.silverlakes.co.za, related mobile sites and software applications (the "Website") and is owned and operated by Silver Lakes Homeowners Association NPC ("SLHOA", "we", "us" and "our").
- 1.2. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including, without limitation, each user who registers as contemplated below ("registered user"). By using the Website, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.3. The Website enables you to access information relating to SLHOA.

2. Important Notice

- 2.1. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 2.2. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask SLHOA to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 2.3. SLHOA permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

3. Use of the website

- 3.1. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised SLHOA representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 3.2. You may not use the Website to distribute material which is defamatory, offensive, that contains or amounts to hate speech or is otherwise unlawful.
- 3.3. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised SLHOA representative.

4. Privacy policy

- 4.1. We respect your privacy and will take reasonable measures to protect it.

5. Changes to these Terms and Conditions

- 5.1. SLHOA may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes.
- 5.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

6. Electronic communications

- 6.1. When you visit the Website or send emails to us, you consent to receiving communications from us electronically in accordance with our privacy policy.

7. Ownership and copyright

- 7.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of SLHOA, its advertisers and/or sponsors and/or is licensed to SLHOA.
- 7.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 7.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

8. Disclaimer

- 8.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 8.2. Whilst SLHOA takes reasonable measures to ensure that the content of the Website is accurate and complete, SLHOA makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by SLHOA representatives, SLHOA shall not be bound thereby.
- 8.3. SLHOA disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein, unless otherwise provided by law.
- 8.4. In addition to the disclaimers contained elsewhere in these Terms and Conditions, SLHOA also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or

content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of SLHOA, its employees, agents or authorised representatives SLHOA thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

9. Linking to third-party websites

- 9.1. This Website may contain links or references to other websites ("Third Party Websites") which are outside of our control. These Terms and Conditions do not apply to those Third-Party Websites, and SLHOA is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.
- 9.2. Although the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

10. Limitation of liability

- 10.1. SLHOA cannot be held liable for any inaccurate information published on the Website, save where such liability arises from the gross negligence or wilful misconduct of SLHOA, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
- 10.2. You hereby indemnify SLHOA 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 and/or any linked website.

11. Availability and termination

- 11.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 11.2. SLHOA may, in its sole discretion, terminate, suspend and modify this Website, with or without notice to you. You agree that SLHOA will not be liable to you if it chooses to suspend, modify or terminate this Website other than for processing any orders made by you before such time, to the extent possible.
- 11.3. If you fail to comply with your obligations under these Terms and Conditions (in our sole discretion, with or without notice to you) lead to a suspension and/or termination of your

access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

12. Governing law and jurisdiction

12.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

12.2. Nothing in this clause 13 or the Terms and Conditions limits your right to approach the Community Schemes Ombud Service (CSOS).

13. General

13.1. SLHOA may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents.

13.2. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

13.3. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

13.4. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

13.5. These Terms and Conditions contain the whole agreement between you and SLHOA, and no other warranty or undertaking is valid, unless contained in this document between the parties.