

# MOOLMAN GROUP WEBSITE TERMS AND CONDITIONS OF USE

## INTRODUCTION

Website Terms and Conditions of Use Relating to the website provided by the Moolman Group (“the Provider”), which website is located at the following URL <https://www.musinamall.co.za/> (“the Website”). The Provider is a collective group of private companies, which group constitutes a property investment and management enterprise which owns and manages property portfolios across South Africa, as well as in certain foreign jurisdictions and these Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the Provider’s Website and the Services associated therewith. By accessing and using, and in particular indicating your acceptance of the terms by clicking on the “**I accept these terms**” button as provided for on the Website at various engagements, the User agrees to be bound by the Terms and Conditions set out in this document. The content of this Website is proprietary to the Provider and / or otherwise utilized in terms of a written license agreement entered into between the Provider and the proprietor of such content. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the Website for any purposes other than as provided for in these Terms and Conditions without the prior consent of the Provider.

In terms of section 49 of the Consumer Protection Act, 2008 your attention is drawn to the provisions of the clauses highlighted in blue text which:

- limit in any way the risk or liability of the Provider or any other person;
- constitute an assumption of risk or liability by the User;
- impose an obligation on the User to indemnify the Provider or any other person for any cause; or
- constitute an acknowledgement of any fact by the User.

## CONTRACTUAL CAPACITY TO ACT

The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions. Where the User acts on behalf of a juristic person, the User agrees to bind himself / herself as surety and co-principal debtor with such juristic person for the due performance of the juristic person’s obligations in terms of these Terms and Conditions. Notwithstanding the foregoing, the User (where he/she acts on behalf of a juristic person) warrants that he / she has the necessary authority and capacity to enter and bind the juristic person to these Terms and Conditions.

## ELECTRONIC COMMUNICATIONS

By using this Website or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by mobile text message (sms) and or e-mail to the e-mail address or mobile telephone number provided by the User, whichever may be applicable, and it constitutes proper notice to the User.

## **SERVICES PROVIDED**

The Website is deployed by the Provider to offer various services, including, but without limitation, the provision of consumer information, products, services, promotional material, as well as providing the interface between the Provider, the User and third parties in order to enable or afford the User to access such relevant products, services, content, tools or materials being offered, marketed, sold to, or subscribed to by, the User through or by means of the Website (“the Services”). The use of any product or service bought or subscribed for through the use of the Website, is at the User’s own risk.

If a User uses the Website, the User is obliged to keep his/her details (including, his/her name and mobile number) confidential.

The User expressly acknowledges and agrees that the following actions shall be material breaches of these Terms and Conditions:

- engaging with the Provider on or through the Website by pretending to be another person;
- transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- using the Services in a way that is intended to harm, or could result in harm, to the User or to other users of the Website; or
- gathering information and specifically Personal Information about others without obtaining their prior written consent.

## **PERSONAL INFORMATION**

The User shall make available and consents to the processing of the following personal information by the Provider:

- Full names
- Telephone numbers
- Email addresses
- Opinions and preferences

(“the Personal Information”)

The User agrees that the Provider may process the User’s Personal Information for all purposes that relate to the Website and the products and/or services offered through the Website (“the Products/Services”) from time to time by third parties. In order to do so, the User acknowledges that the Provider is required to find out exactly what the User needs or wants.

The User does have the right to object to the processing of their Personal Information and it is voluntary to accept these Terms and Conditions. However, the Provider does require the User’s acceptance to enable the User to use the Website, and to provide the Products/Services, which may include providing the User with access to third parties who may provide the User with Products/Services.

Personal Information will be processed by the Provider, pursuant to and for the purposes as set forth in the Provider's Privacy Policy, which may include, but not be limited to the following purposes:

- verifying the identity of the User and onboarding the User as a customer of the Provider, to whom the Provider will market and afford access to various third products and services from time to time;
- transmitting and receiving necessary correspondence to the User in relation to the Products/Services accessed, used or purchased by the User through, or by means of the Website;
- to transfer the User's Personal Information to third parties with whom the Provider is affiliated or with who the Provider has an agreement;
- facilitating delivery of the Products/Services or the products or services accessed, used or purchased by, or subscribed to by, the User through, or by means of the Website;
- generally rendering the Services;
- transmitting marketing material to the User in respect of any third-party Products/Services marketed by the Provider through or by means of this Website or any other Website and/or marketing channel which the Provider may deploy from time to time;
- to analyse the Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send the User marketing and promotional material which the Provider believes may, based on the Provider's processing of the User's Personal Information in the capacity as a customer of the Provider and in its sole discretion, be relevant to the User in future or enhance the User's use of the Products/Services provided on, through, or by means of the Website or any other Website and/or marketing channel deployed by the Provider from time to time;
- to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new products and services, to improve the nature of the Products/Services being provided to the User by the Provider or to on-sell such Personal Information to third parties for commercial or non-commercial means;
- to aggregate and/or de-identify the User's Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such de-identified Personal Information to third parties for commercial or non-commercial purposes.

**The User expressly agrees and acknowledges that any failure by the User to submit the requisite Personal Information may render the Provider unable to deliver the Products/Services and should this arise, the User hereby indemnifies and holds the Provider harmless against any loss or damage which the User may suffer as a result of the Provider's inability to render or deliver the Products/Services.**

The User acknowledges that through the use of the Website or the Services, which may include completing online application forms or contacting the Provider electronically, the Provider will in effect be processing the User's Personal Information.

The User acknowledges that he/she understands that (where applicable) when the User includes the Personal Information of any third parties, the Provider will process such Personal Information

in line with not only these Terms and Conditions, but the provisions of the Provider's Privacy Policy. In such an event contemplated above, the User warrants that they have the required consent, alternatively have obtained an appropriate lawful justification, to furnish the Provider with such Personal Information, thereby enabling the Provider to process it for the purposes set forth in the Provider's Privacy Policy. The Provider's Privacy Policy can be sourced at [info@moolmangroup.co.za](mailto:info@moolmangroup.co.za).

## **SECURITY SAFEGUARDS**

The Provider shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of the Personal Information in its possession, in order to guard against:

- loss of, damage to or unauthorised destruction of Personal Information; and
- unlawful access to or processing of Personal Information.

The Provider shall not however be held responsible and the User agrees to indemnify and hold harmless the Provider for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the Website or access the Products/Services), which may arise as a result (without limitation) of the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

## **THIRD PARTY PRODUCTS AND SERVICES**

At the Provider's discretion, it may include references to or facilitate access to products offered or services rendered by third parties and provide links to the sites of third parties. **These third-party service providers and their sites have separate and independent terms and conditions and privacy policies applicable to their products, services and respective sites. The Provider shall bear no responsibility or liability for the products offered or services rendered by such third parties, or the content and services provided through or by means of their respective websites.**

**The Provider makes no warranties or representations whatsoever regarding the products offered or services rendered by any third party or the content or activities of such third-party websites, which may be accessed or used through or by means of the Provider's Website and/or its associated Services.**

The User acknowledges that the Provider merely facilitates the User's access to such third party's products, services and/or website and does not itself offer the products or render the services of such third party to the User.

The User acknowledges that neither the Provider, nor its directors, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of or the website of a third party, as well as any functionality of said website and the products offered or services rendered through or by means of said website, or of any linked website, even if Provider is expressly advised thereof.

The Provider does not provide any personally identifiable information pertaining to Users to any third-party advertisers or third-party websites.

These third-party websites and advertisers, or internet advertising companies working on their behalf, sometimes use technology to send (or 'serve') the advertisements that appear on the Website directly to the User's browser. They automatically receive the User's IP address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content to Users. The Provider does not have access to or control over cookies or other features that such third parties may use, and the information practices of these advertisers and third-party websites are not covered by these Terms and Conditions. Please contact them directly for more information about their privacy practices.

## **UPDATING OF THESE TERMS AND CONDITIONS**

The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## **LIMITATION OF LIABILITY**

The Website and all content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Provider makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither the Provider, its directors, members, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Neither the User or any other person shall have any claim against the Provider for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of the Products/Services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if the Provider was negligent.

The Provider therefore does not guarantee that (i) the Website; (ii) the information, content, tools or materials included on the Website; (iii) the Provider's servers; or (iv) that any electronic communications sent by the Provider will be free from viruses or other harmful components. The Provider will not be liable for any damages of any kind arising from your use of the Website, the Services or from any information, content, tools or materials included on or otherwise made available to the User through the Website, including for direct, incidental, punitive and/or consequential damages.

Although the Provider is committed to providing Users with the best possible Service, the Provider shall not be responsible for:

- any of the events described in this clause;
- any actions or omissions by the User that result in a breach of the provisions of these Terms and Conditions;

- any links to other websites from the Website. The User also acknowledges that the Provider cannot control the content of or the products offered on any third party websites;
- a denial of access to the Website or the Services, should the Provider believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the Website or put the Provider in disrepute; or
- the User's reliance on any of the Services, information, content, tools or materials that the User obtains or gains access to from the Website.

## **CASUAL SURFING**

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User's computer or other electronic device, but not the e-mail address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve content thereon. The Provider assumes no obligation to protect this information and may process such information without limitation.

## **GOVERNING LAW**

The Website is controlled, operated and administered by the Provider within the Republic of South Africa. Access to the Website from territories or countries where the use of the Services provided through the Website is illegal, is prohibited.

The User may not use the Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the any High Court with jurisdiction for purposes of resolving any dispute in connection with the use of this Website. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Services, information, content, tools and, or materials made available to the User through the Website.

## **USE OF THE WEBSITE AND THE SERVICES**

The User agrees not to:

- use the Website or the Services to process Personal Information of third parties;
- violate the privacy of any person in order to, or attempt to, gain unauthorised access to the Website or the Services, including, but without limitation through hacking, password mining or any other means; or
- use the Website or the Services to engage in any illegal or unlawful activity.

Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, the Provider shall be entitled, without prejudice to any other rights it may have and without prior notice to the User:

- suspend the User's access to the Website and/or the Services; and/or
- terminate this agreement and recover all costs incurred by the Provider, including, but without limitation, legal costs on an attorney and own client basis.

## **COPYRIGHT**

All content made available on the Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to the Provider, or is alternatively used pursuant to a licensing agreement concluded between the Provider and the third party proprietor of such content.

Any unauthorised use, alteration or dissemination of the information or content published on the Website is strictly prohibited.

The User expressly acknowledges that no content or information displayed on the Website may be regarded or construed as granting any licence or right to any third party, including the User, to use any trademark without the Provider's prior written consent and approval.

Although the Provider has deployed reasonable technical and organisational measures to protect the information on the Website from time to time, the User acknowledges that the Provider cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Website.

## **USE OF GOOGLE ADWORDS**

This Website uses the Google Ads remarketing and customer match services to exclude advertising on third party websites (including Google) to previous site visitors or site users.

It could mean that the Provider excludes advertisements to Users who have previously visited the Website, and this could be in the form of excluding an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve or exclude ads based on a User's past visits to this Website.

Any Personal Information collected will be used in accordance with the Provider's Privacy Policy and Google's privacy policy.

It could also mean that the Provider excludes advertisements to Users who have previously contacted the Provider and that have submitted their email address to the Provider for the purpose of obtaining or using the products and/or services offered on or through the Website.

Google Ads remarketing will allow the Provider to not display ads to Users based on what parts of the Website they have viewed by placing a cookie on the User's devices or not display ads if the User logged in to any google services by using their email address to exclude advertisements to the User using the Google Ads customer match service. This cookie does not in any way identify the User or give access to the User's computer.

Google Ads Remarketing allows the Provider to tailor our marketing to better suit the needs of our Users and only display ads that are relevant to our Users. As always we respect the privacy of Users and are not collecting any identifiable information through the use of Google's or any other third party remarketing system.

In addition to using cookies and related technologies as described above, the Provider also may permit certain third-party companies to help us tailor advertising that we think may be of interest to Users and to collect and use other data about user activities on our Website. These companies may deliver ads that might also place cookies and otherwise track User behaviour.

The User can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to you can opt out of interest-based advertising entirely by cookie settings or permanently using a browser plugin.

## **COOKIES**

When providing the Services, the Provider seeks to make the User's access to such Services easy, useful and reliable. This sometimes involves placing small amounts of information on the User's device. These are called "cookies". These cookies cannot be used to identify the User personally and are used to improve services for the User.

The Provider's Website uses cookies that are essential in order to enable the User to move around the Website and use its features when accessing the Services. Without these cookies, the Provider would be unable to provide the Services. The Provider also uses Google Analytics cookies to collect information about how Users use the Website and to help the Provider ensure it is tailored to the User's needs and interests. These cookies only collect information in an anonymous form, including the number of website visitors and the pages visited. No personal information is collected or stored by the Provider. To opt out of being tracked by Google Analytics across the Website visit: <https://tools.google.com/dlpage/gaoptout>

During the course of any visit to the Website, the pages the User sees, along with a cookie, are downloaded to the User's device. Any information that is supplied by cookies can help the Provider to provide the User with a better service and assists the Provider in analysing the profile(s) of Users.

Most web browsers automatically accept cookies, but normally you can alter your browser settings to prevent automatic acceptance, if you prefer. If you opt not to receive the Provider's cookies, the Provider cannot guarantee that your experience in respect of the Website will be as quick or responsive as what it would be if the User receives cookies.

The Provider does not store passwords or any other information about a User in a cookie that could identify them, their location, their preferences or their financial activity.

Details of the types of cookies used by the Provider is contained in the Provider's Privacy Policy sourced at [info@moolmangroup.co.za](mailto:info@moolmangroup.co.za).

## **COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002**

In compliance with section 43 of the Electronic Communications and Transactions Act, 2002, the Provider draws your attention to the following information relating to it:

### **Full name and legal status:**

Moolman Group

### **Physical address and telephone number:**

1<sup>st</sup> Floor Baobab House Eastwood Office Park  
290 Lynnwood Service Road  
Lynnwood Ridge, Gauteng  
0040  
South Africa  
Tel: +27 12 361 7970



**Website address and e-mail address:**

<https://moolmangroup.co.za/>


**The physical address where the Provider will receive legal service of documents:**

1<sup>st</sup> Floor Baobab House Eastwood Office Park  
290 Lynnwood Service Road  
Lynnwood Ridge, Gauteng  
0040  
South Africa

**A sufficient description of the main characteristics of the Services offered by the Provider:**

The Provider is a collective group of private companies, which group constitutes a property investment and management enterprise which owns and manages property portfolios across South Africa, as well as in certain foreign jurisdictions. The Website is deployed by the Provider to offer various services, including, but without limitation, the provision of consumer information, products, services, promotional material, as well as providing the interface between the Provider, the User and third parties in order to enable or afford the User to access such relevant products, services, content, tools or materials being offered, marketed, sold to, or subscribed to by, the User through or by means of the Website (“the Services”).

**The security procedures and privacy policy of the Provider in respect of processing personal information:**

All Personal Information processed by the Provider in accordance with the provisions of the Provider’s Privacy Policy, which policy can be sourced at  \_\_\_\_\_