

# Terms and Conditions

These terms and conditions ['Terms', 'Agreement'] are an agreement between Website Operator ['Website Operator', 'us', 'we' or 'our'] and you ['User', 'you' or 'your']. This Agreement sets forth the general terms and conditions of your use of the [www.housesellernetwork.com](http://www.housesellernetwork.com) website and any of its products or services [collectively, 'Website' or 'Services'].

## Backups

We are not responsible for Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

## Links to Other Websites

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services and content of any other third parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

## Prohibited Uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content: [a] for any unlawful purpose; [b] to solicit others to perform or participate in any unlawful acts; [c] to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; [d] to infringe upon or violate our intellectual property rights or the intellectual property rights of others; [e] to harass, abuse, insult, harm, defame, slander, disparage, intimidate,

or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; [f] to submit false or misleading information; [g] to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; [h] to collect or track the personal information of others; [i] to spam, phish, pharm, pretext, spider, crawl, or scrape; [j] for any obscene or immoral purpose; or [k] to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **Intellectual Property Rights**

This Agreement does not transfer from Website Operator to you any Website Operator or third party intellectual property, and all right, title, and interest in and to such property will remain [as between the parties] solely with Website Operator. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Website Operator or Website Operator licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Website Operator or third-party trademarks.

## **Limitation of Liability**

To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for [a]: any indirect, incidental, special, punitive, cover or consequential damages [including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity] however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the Website Operator has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Website Operator and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater than one dollar or any amounts actually paid in cash by you to the Website Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also

apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## **Indemnification**

You agree to indemnify and hold Website Operator and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

## **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## **Dispute Resolution**

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Gauteng, South Africa without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of South Africa. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in South Africa, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **Changes and Amendments**

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do we will post a notification on the main page of our Website. Continued use of the Website

after any such changes shall constitute your consent to such changes.

### **Acceptance of these Terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

### **Contacting Us**

If you have any questions about this Agreement, please contact us at [info@housesellernetwork.com](mailto:info@housesellernetwork.com)

This document was last updated on 02 September 2021.