

TERMS OF USE OF THE MUTUAL HEIGHTS BODY CORPORATE WEBSITE

1. INTRODUCTION

- 1.1 The use of www.mutualheights.info (“the Website”) is subject to the following terms and conditions (“the Terms of Use”). By using the Website, you agree to be bound to these Terms of Use.
- 1.2 These Terms of Use constitute a fully binding agreement between you and The Body Corporate of Mutual Heights Scheme Number SS 326/2005 (“Mutual Heights”).
- 1.3 Please read these Terms of Use carefully. Your use of the Website signifies your agreement to these Terms of Use. If you do not agree to these Terms of Use, you are prohibited from using the Website in any way and must refrain from any use of the Website.

2. THE WEBSITE

- 2.1 purpose of the Website is to:
 - 2.1.1 provide owners and residents of Mutual Heights with general information about the building;
 - 2.1.2 provide owners and residents News about Mutual Heights and Notices from the Trustees of Mutual Heights;
 - 2.1.3 provide a service for owners and residents to lodge and monitor maintenance issues in Mutual Heights;
 - 2.1.4 provide a service for owners and residents to manage access for their guests; and
 - 2.1.5 provide a service for owners and residents to engage with the Mutual Heights community.
- 2.2 Mutual Heights has taken all reasonable steps to ensure that the information available on the Website is current and accurate, however it cannot guarantee the accuracy of the information nor that it is up to date.
- 2.3 Mutual Heights disclaims any and all implied warranties, including but not limited to, warranties of compatibility, security and accuracy.
- 2.4 Although Mutual Heights has taken all reasonable steps to guard against viruses or destructive codes, it gives no warranty that the site is free of viruses or any other data or code that has the ability to corrupt or affect your system.
- 2.5 Use of the Website is entirely at the users’ own risk.
- 2.6 **Mutual Heights is not liable for any damages whatsoever relating to your use of the Service** in any manner, howsoever arising, including instances of loss caused by the

negligence of Mutual Heights, its Trustees or representatives. This includes, but is not limited to, any direct, indirect, special, incidental, punitive or consequential loss, whether in contract, statute or delict, that arises from any information made available on its pages (and includes any omissions).

2.7 Mutual Heights may, in good faith, provide links that would appear useful to its users. However, it does not make any representation regarding these websites, links or information and does not endorse the products and/or services offered on those sites. Mutual Heights accepts no responsibility for the content or use of such websites or the information contained therein. Unless otherwise noted, the contents of this website are subject to intellectual property rights that vest in Mutual Heights, or that vest in other entities. You are thus prohibited from using the content in the Website, electronic or written publications or any other media and/or words, phrases, names, designs or logos that are Mutual Height's without express written permission or unless used in accordance with these Terms of Use.

2.8 All information available via the Website is subject to change without notice.

2.9 The Website is governed by South African law and it is subject to the jurisdiction of South African courts.

3. SITE SECURITY

3.1 You are prohibited from violating, or attempting to violate, the security of this Website. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Website include without limitation:

3.1.1 logging into or attempting to log into a server or account that you are not authorized to access;

3.1.2 accessing data or taking any action to obtain data, information or services not intended for you or your use;

3.1.3 probing, scanning or testing the vulnerability of any system or network, or attempting to do so;

3.1.4 tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;

3.1.5 transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, malware, corrupted files or other computer programming routines or software engines;

3.1.6 engaging in any other conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the Website;

4. OTHER PROHIBITED ACTIVITY

4.1 In using the Website, you must not:

- 4.1.1 post, send or otherwise transmit to or through the Website any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, racist, violent, immoral, religiously offensive, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of or in breach of another person's privacy or other rights or any material that Mutual Heights in its sole discretion does not wish posted or transmitted on the Website;
- 4.1.2 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 4.1.3 upload or otherwise make available, files that contain images, software or other material protected by intellectual property laws, including without limitation copyright, patents, designs or trademark laws and rights of confidentiality, publicity and privacy unless you own or control the rights thereto or have received all necessary authorizations to do the same;
- 4.1.4 misrepresent your identity or affiliation in any way;
- 4.1.5 engage in deceptive online marketing;
- 4.1.6 violate any applicable laws or regulations;
- 4.1.7 or assist or permit any persons in engaging in any of the activities described above.

5. COPYRIGHT

5.1 All content and/or software included on the Website, such as, text, graphics, logos, buttons, icons, images, video clips, audio clips and software, is the property of Mutual Heights, its content suppliers or vendors and is protected by the laws of the country applicable in each specific context, and by international copyright laws.

5.2 No material from this Website may be copied, reproduced, republished, modified, adapted, uploaded, posted, transmitted, or distributed in any way without prior written permission of the copyright owner, except where otherwise provided by the copyright owner, or as specified in an applicable Open Database Licence or as specified in these Terms of Use.

6. DISCLAIMER

6.1 Mutual Heights does not warrant that access to this Website or to the functions contained in the Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available are free of viruses or other harmful

components. Moreover, Mutual Heights does not make any representations or warranties regarding the use or the results of the use of the Website in terms of their correctness, accuracy, reliability, or otherwise.

7. INDEMNITY

7.1 You agree to indemnify, defend and hold Mutual Heights, its affiliates and/or any of its and their Trustees, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of these Terms of Use; and/or (ii) your activities in connection with this Website.

8. PRIVACY

8.1 Mutual Heights respects your privacy during your use of the Website. Our privacy policy pertaining to the web site is provided on the pages that follow, and is an integral part of these Terms of Use. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

9. GENERAL

9.1 Mutual Heights may revise these Terms of Use at any time without notice. Although Mutual Heights will endeavour to highlight any changes to these Terms of Use, you should revisit the Website periodically to make sure you are aware of the most recent terms, because they will be binding on you. Your use of the Website after such changes constitutes your agreement to such changes.

9.2 If you have any questions or complaints regarding these Terms of Use, or have any queries or comments in relation to the Website, please contact info@mutualheights.net and we will endeavour to respond to you promptly.

[Privacy Policy follows ...]

THIS PRIVACY STATEMENT FORMS PART OF THE MUTUAL HEIGHTS BODY CORPORATE WEBSITE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY TERM OF THIS PRIVACY STATEMENT, YOU MUST CEASE YOUR ACCESS TO AND USE OF THIS WEBSITE IMMEDIATELY.

1. Definitions and Interpretation

- 1.1 “Mutual Heights” means the Body Corporate of the Mutual Heights Scheme Number SS 326/2005.
- 1.2 “Personal Information” means information relating to an identifiable, living, natural person and where it is applicable, identifiable, existing juristic person, including all information as defined in the Protection of Personal Information Act 4 of 2013.
- 1.3 “Processing” means the creation, generation, communication, storage, destruction of personal information as more fully defined in the Protection of Personal Information Act 4 of 2013.
- 1.4 “You” or the “user” means any person who accesses and browses this Website for any purpose.
- 1.5 “Website” means the website of the Mutual Heights at URL www.mutualheights.info or such other URL as Mutual Heights may choose from time to time.

2. Status and Amendments

- 2.1 Mutual Heights respects your privacy. This privacy policy statement sets out Mutual Heights’s information gathering and dissemination practices in respect of the Website.
- 2.2 This Privacy Policy governs the processing of personal information provided to Mutual Heights through your use of the Website.
- 2.3 Please note that, due to technical, legal and other developments, Mutual Heights may amend these terms and conditions from time to time. The version of the terms and conditions effective for this Privacy Policy are indicated by the effective date incorporated in the title of this Privacy Policy. It is your duty to remain appraised of the current version of this Privacy Policy. The date indicated in the heading of this Privacy Policy is the effective date that governs the browsing and use of this Privacy Policy from that date until the next revision of this Privacy Policy becomes effective.
- 2.4 Your continuing to browse or use this Privacy Statement after a revised Privacy Policy becomes effective constitutes your agreement to observe this Privacy Policy as may be revised.

3. Processing of Personal Information

- 3.1 By providing your personal information to Mutual Heights you acknowledge that it has been collected directly from you and consent to its processing by Mutual Heights.

3.2 Where you submit Personal Information (such as name, address, telephone number and email address) via the website (e.g. through the “managing your people” service or by completing any online form) the following principles are observed in the processing of that information.

3.2.1 Mutual Heights will only collect personal information for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested.

3.2.2 Mutual Heights will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed.

3.2.3 Personal information will only be processed for a purpose compatible with that for which it was collected, unless you have agreed to an alternative purpose in writing or Mutual Heights is permitted in terms of national legislation of general application dealing primarily with the protection of personal information.

3.2.4 Mutual Heights will keep records of all personal Information collected and the specific purpose for which it was collected for a period of 1 (one) year from the date on which it was last used.

3.2.5 Mutual Heights will not disclose any personal information relating to you to any third party unless your prior written agreement is obtained or Mutual Heights is required to do so by law.

3.2.6 If personal information is released with your consent Mutual Heights will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of 1 (one) year from the date on which it was last used.

3.2.7 Mutual Heights will destroy or delete any personal information that is no longer needed by Mutual Heights for the purpose it was initially collected, or subsequently processed.

4. Collection of anonymous data and Cookies

4.1 Mutual Heights may use standard technology to collect information about the use of this Website. This technology is not able to identify individual users but simply allows Mutual Heights to collect statistics.

4.2 Mutual Heights may utilise temporary or session cookies to keep track of users' browsing habits. A cookie is a small file that is placed on your hard drive in order to keep a record of your interaction with this website and facilitate user convenience.

4.2.1 Cookies by themselves will not be used to identify users personally but may be used to compile statistics relating to use of services offered or to provide Mutual Heights with feedback on the performance of this website.

4.2.2 The following classes of information may be collected in respect of users who have enabled cookies:

- 4.2.2.1 The browser software used;
- 4.2.2.2 IP address;
- 4.2.2.3 Encoded or encrypted log-on data that is necessary to secure access to the system;
- 4.2.2.4 Date and time of activities while visiting the website;
- 4.2.2.5 URLs of internal pages visited; and
- 4.2.2.6 Referrers.

4.3 If you do not wish cookies to be employed to customize your interaction with this website it is possible to alter the manner in which your browser handles cookies. Please note that, if this is done, certain services on this website may not be available.

5. Security

5.1 Mutual Heights takes reasonable measures to ensure the security and integrity of information submitted to or collected by this website, but cannot under any circumstances be held liable for any loss or other damage sustained by you as a result of unlawful access to or dissemination of any personal information by a third party.

6. Links to Other Websites

6.1 Mutual Heights has no control over and accepts no responsibility for the privacy practices of any third party websites to which hyperlinks may have been provided and Mutual Heights strongly recommends that you review the privacy policy of any website you visit before using it further.

7. Queries

7.1 If you have any queries about this privacy policy, please contact us by emailing: info@mutualheights.net.