

BROOKLYN HOUSE WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1. The website located at www.brooklyn-house.co.za (the "**Website**") is owned and operated by Lynnwood Mile (Pty) Ltd ("**Brooklyn House**", "**we**", "**our**"). These terms and conditions of use (the "**Terms**") are binding on any person who accesses or uses the Website in any manner (the "**User**").
- 1.2. By accessing or using the Website, the User agrees to be bound by and shall be deemed to have accepted these Terms, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms, the User should not enter, use, view or conduct any transaction on the Website.
- 1.3. The User hereby represents and warrants that:
 - 1.3.1. the User is at least 18 years of age and is legally capable of entering into binding contracts or, if the User is below the age of 18 years, the User warrants that they have the relevant parental/guardian consent to act; and
 - 1.3.2. the User agrees to be bound by these Terms.
- 1.4. The User accepts that Brooklyn House will rely on the User's representation that the User has unfettered legal capacity to contract and that the User is over 18 years of age.

2. PROPRIETARY RIGHTS

- 2.1. The Website is owned by Brooklyn House. The User acknowledges that Brooklyn House and/or its licensors are the proprietors of any and all intellectual property subsisting in, pertaining to or used on the Website including, without limitation, copyright, trade marks, patents, inventions, goodwill and/or trade secrets whether registered or unregistered ("**Intellectual Property**") and which is in any way associated with, relates to or appears on the Website.
- 2.2. The Intellectual Property and any content on the Website, including but not limited to any pictures, photos, text, presentations, names, titles, brands, drawings, models and associated software, graphics, logos, page headers, button icons, scripts and service names, are protected by South African and international law. The owners of such content including, where applicable, Brooklyn House, expressly reserves all such rights, title and interest therein unless expressly provided otherwise in these Terms.
- 2.3. The User undertakes:
 - 2.3.1. not to use or register any trade marks, trade names or other devices which are or incorporate marks which are the same as or confusingly similar to that of the Intellectual Property or which marks are likely to be associated with the Intellectual Property or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Intellectual Property;
 - 2.3.2. not at any time to do or cause to be done any act or thing in any way impairing or tending to impair any part of the rights, title and interest in and to the Intellectual Property; and
 - 2.3.3. not in any way to make unauthorised use of the Intellectual Property or to represent that the User has any rights of any nature in the Intellectual Property or any registrations thereof.
- 2.4. Without limiting the generality of the provisions of clause 2.3, the User undertakes not to make any unauthorised use, reproductions or copies of any work or material displayed or made available on the Website and agrees to adhere to and comply with all policies, conditions of use and rules that may apply to the use of such work or material.
- 2.5. The User may not use any of the Intellectual Property without Brooklyn House's express prior written consent. Any intellectual property not owned by Brooklyn House that appears on the Website is the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by us. The User may not use such intellectual property without prior written consent from the relevant owners.

3. WEBSITE USE

- 3.1. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents or the proper functioning of the Website without the prior written consent of Brooklyn House.
- 3.2. Brooklyn House reserves the right to make any changes to the Website, its content, services and/or accommodation offered through the Website at any time and without prior notice.
- 3.3. The Website may contain links to other websites. Brooklyn House has no control over such websites, does not review their content and will not be liable for their content or accuracy. The User accesses such websites at the User's own risk and discretion.
- 3.4. The User may link to this Website, provided that the User will not replicate any particular page, including the homepage. When linking to this Website, the User confirms and agrees that it will comply and ensure compliance with the requirements of this clause 3.
- 3.5. No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be associated in linking to the Website.
- 3.6. Although every effort will be made by Brooklyn House to have this Website available at all times, the Website may become unavailable for reasons including, without limitation, maintenance, repairs, loss of connectivity or some other form of interruption. Brooklyn House does not warrant against nor will it be held liable for such downtime and the User indemnifies Brooklyn House against any loss, damage, claims, costs or penalties incurred by the User as a result of such unavailability.
- 3.7. If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the Website's security systems, the User must keep this information secret and confidential and must not permit anyone else to use it. The User shall be responsible for all access to the Website with the User's username and password. When the User's username and password are used, Brooklyn House shall be entitled to assume that such use and all related communications emanate from the User. Brooklyn House shall not be liable for any loss or damage arising from unauthorised use of the User's identification information.
- 3.8. In the event that the User becomes aware of a breach of the confidentiality of the User's username and password (to the extent applicable), the User must immediately communicate this to Brooklyn House with subsequent confirmation in writing. The compromised username and password will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. Brooklyn House may, in its sole and absolute discretion and for any reason whatsoever, require the User to change his username and password at any time.
- 3.9. If the User commits any breach of these Terms or in any other way interacts with or uses the Website in an unlawful or unauthorised manner, Brooklyn House shall be entitled, in its sole and absolute discretion, to terminate the User's access to the Website immediately, without prior notice, without any liability on Brooklyn House's part and without prejudice to Brooklyn House's rights in terms of these Terms or at law. Following such termination, the User will forfeit the right to link to this Website as described in these Terms.
- 3.10. Should the User submit a testimonial regarding Brooklyn House's services and/or products, or publish a testimonial on the Website, the User grants Brooklyn House the rights to publish the testimonial in any manner or form and on any platform (including the Website) as Brooklyn House may determine in its sole and absolute discretion. Brooklyn House reserves the right to make amendments to any User testimonials, whether such testimonials are submitted to Brooklyn House or published on the Website by a User, and to publish such amended testimonials or partial versions of such amended testimonials in accordance with this clause.

4. **INFORMATION AND IMAGES DISCLAIMER**

- 4.1. Any commentary, advice, information, suggestions, opinions, answers, testimonials or any other information posted on the Website ("**Information**") is not intended, to nor shall it be interpreted to, amount to advice on which reliance should be placed by the User. Such Information is posted on the Website for guidance purposes only. The User makes use of any such Information at their own risk and in their own discretion and disclaims and indemnifies Brooklyn House from and against any and all liability and responsibility arising from any reliance placed on such Information whether posted on the Website by Brooklyn House or by any other person visiting the Website.
- 4.2. Images relating to accommodation at Brooklyn House are for illustrative purposes only. Brooklyn House reserves the right to change any images displayed on the Website.

5. **APPLICATION FEES**

Brooklyn-House charges an application fee for prospective tenants who are interested in accommodation at Brooklyn-House. The application fee is non-refundable, but Brooklyn House may refund the fee if Brooklyn House is not able to make accommodation available for a prospective tenant.

6. **WARRANTIES AND LIMITATION OF LIABILITY**

- 6.1. Brooklyn House makes no warranties or representations in respect of any goods and/or services provided to Users by Brooklyn House, unless the Consumer Protection Act, 2008 ("**CPA**") applies. If the CPA does apply, the warranties are limited to those set out in the CPA and are subject to the CPA's provisions.
- 6.2. To the fullest extent permitted by law, Brooklyn House shall not be liable for any damages, injury, loss, cost or expense suffered or incurred by Users, whether directly or indirectly, as a result of Brooklyn House's accommodation, products and/or services which are sold and/or made available to, and used or otherwise consumed by, Users or any third parties.
- 6.3. To the extent permitted by law, the User indemnifies and holds Brooklyn House, its officers, employees, agents and contractors harmless against any and all claims, liability, injury, losses, costs, expenses and penalties arising, whether directly or indirectly, from or related to the accommodation, products and/or service sold or provided by Brooklyn House to Users or the use or consumption of such products and/or services by Users or any third parties.

7. **LIABILITIES REGARDING USE OF THE WEBSITE**

- 7.1. The User makes use of the Website at their own risk.
- 7.2. The Website and all information, content, materials and services included or otherwise made available to the User therein are provided on an "as is" and an "as available" basis. Brooklyn House makes no warranties or representations of any kind, whether express or implied, as to the operation of the Website or the available information, content, materials or services included on or otherwise made available to the User.
- 7.3. To the extent permitted by law, the liability of Brooklyn House for losses suffered as a result of any breach of these Terms shall be strictly limited to the price quoted or invoiced by Brooklyn House for the accommodation, services and/or products obtained by the User from Brooklyn House.
- 7.4. Notwithstanding anything to the contrary contained in these Terms, Brooklyn House shall not have any liability for any loss, damage, cost, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with these Terms or the Website, whether caused by latent or patent defects in the Website, the use of the Website and/or information contained on the Website or otherwise.
- 7.5. The User assumes all responsibility and risk for the use of the Website. The User hereby indemnifies Brooklyn House and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by them or any third party in relation

to any act or omission by the User or, where applicable, the User's shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms.

- 7.6. Brooklyn House will not be held liable for any delay, failure, breach or non-compliance with its obligations under these Terms if such delay, failure, breach or non-compliance is beyond the reasonable control of Brooklyn House.
- 7.7. These Terms do not intend to, nor shall they be interpreted to, limit the liability of Brooklyn House in any way which would be illegal for Brooklyn House to exclude or attempt to exclude or where such exclusion is prohibited by the CPA or the Electronic Communications and Transactions Act, 2002, or any other law in force from time to time in the Republic of South Africa.

8. **MALICIOUS SOFTWARE AND OFFENSES**

- 8.1. The User warrants that:
 - 8.1.1. the User will not use the Website in any way that causes, or is likely to cause, the Website and access to the Website to be interrupted, damaged or impaired in any manner;
 - 8.1.2. no form of virus, Trojans, worms, logic bombs, or other malicious coding, virus or software will be introduced onto the Website or into Brooklyn House's system which may cause any form of technological harm or any other form of harm in any manner or respect;
 - 8.1.3. the User will not attempt to gain unauthorised access to the Website, including through the theft of any third party's username and password; and
 - 8.1.4. the User will not attempt to gain unauthorised access to the Website's server, databases, computers or any other device associated with the Website and will not attack the Website through a denial-of-service attack or a distributed denial-of-service attack.
- 8.2. Any breach of these Terms regarding malicious software and offenses will be reported to the relevant law enforcement agencies and Brooklyn House will co-operate in all respects with those law enforcement agencies, including by way of disclosure of the identity and identification information of the User.
- 8.3. Although Brooklyn House and its representatives will use reasonable efforts to ensure that no malicious content can be received from the Website, Brooklyn House does not warrant that the Website is free of malicious content or viruses and Brooklyn House will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content as described in clause 8.1.2. which may infect any User's computer or device, computer equipment, data or any other propriety material where such loss is or may be attributed to the User's use of the Website or downloads received from the Website.
- 8.4. The User warrants that they will not use the Website in any manner that will break any law enforceable in South Africa or cause any annoyance, unnecessary anxiety or inconvenience to any person.

9. **SUSPENSION AND DEREGISTRATION**

- 9.1. Brooklyn House reserves the right to at any time suspend or terminate the Website, any activity on the Website or its services for any reason, including (without limitation) any unlawful use of the Website by any User or for any reasons relating to any law, legislation or regulation.
- 9.2. In the event that the Website, any activity or event on the Website or any person's purchase of any products and/or procurement of any services offered on the Website is suspended or terminated, a person shall have no claim against Brooklyn House for whatever reason.

10. **PRIVACY**

Brooklyn House's privacy notice in respect of the Website ("**Privacy Notice**"), which is incorporated into these Terms by this reference, is available on the Website. The Privacy Notice further describes the collection and use of information on the Website.

11. ADDRESSES

- 11.1. Brooklyn House and the User chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of these Terms and its *domicilium citandi et executandi* ("*Domicilium*") at which all documents in legal proceedings in connection with these Terms must be served:
 - 11.1.1. Brooklyn House: As per clause 13 below.
 - 11.1.2. The User: As per the address supplied when the User procures or purchases any accommodation, services and/or products from Brooklyn House or registers as a user of the Website, as the case may be.
- 11.2. Any notice or communication required or permitted to be given to pursuant to the provisions of these Terms shall be valid and effective only if in writing and sent to a party's chosen address in accordance with the provisions of clause 11.1, provided that documents in legal proceedings in connection with these Terms may only be served at a party's *Domicilium*.

12. GENERAL

- 12.1. These Terms and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa. The User's use of the Website will constitute their consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms. Furthermore, the parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa in regard to all matters arising from these Terms. Nothing in this clause or the Terms limits the User's right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.
- 12.2. If at any time there is a failure by Brooklyn House to insist on strict performance of any of the User's obligations under these Terms and related contracts, this shall not be construed to be a waiver of such rights and shall not relieve the User from compliance with such obligations. A waiver of any one default is not to be interpreted as a condonation of any other or further defaults.
- 12.3. Brooklyn House reserves the right to amend or delete any part of the Website or its contents, these Terms and/or the Privacy Notice at any time and without prior notice. The User must review the Terms on a continual basis and is responsible for remaining up-to-date in respect of any changes.
- 12.4. If the User needs to obtain a sales record of their transaction with Brooklyn House through the Brooklyn House Website, they can request same from Brooklyn House within 30 days of the transaction.
- 12.5. Any complaints in relation to the Website, these Terms or Brooklyn Houses services and/or products should be brought to our attention by contacting us by telephone between 8:00 and 17:00 on Business Days or by emailing us using the details below.
- 12.6. Any and all communications between the parties, whether legal or merely for notification purposes, correspondence or for any other reason will only satisfy any legal requirement if it is reduced to writing whether electronic or otherwise.
- 12.7. Brooklyn House can be contacted using the contact details below.

13. DISCLOSURE OF INFORMATION

Name: Lynnwood Mile Proprietary Limited, a private company incorporated in South Africa (registration no. 2019/085472/07).

Physical address: 77 Lynnwood Road, Brooklyn, Pretoria.

Telephone number: **(0640997158)**
E-mail address: **rentals@brooklyn-house.co.za**
Website address: www.brooklyn-house.co.za