

# PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS SITE, YOU SIGNIFY YOUR CONSENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE.

### YOUR USE OF THE WEBSITE

You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.

#### **GENERAL DISCLAIMER**

You agree to access and use this site entirely at your own risk. Please read the Exclusion of Liability clauses below.

#### TERMS AND CONDITIONS OF USE

Your use of this website is subject to the following terms and conditions that McCormick Property Development, (hereinafter referred to as the "Company") may revise at any time, with the revised terms taking effect as of the date of its posting and governing all subsequent visits to this website after such date.

#### USE OF PROPRIETARY INFORMATION ON THIS WEBSITE

No information or data constitutes an offer to do business.

Proprietary information on this website may be downloaded or printed for your own non-commercial, educational, private or domestic use only, provided you do not delete or change any copyright, trademark, or other proprietary notices, or distort or otherwise modify the proprietary information in a manner that may be prejudicial to the Company.

All rights not expressly granted in terms of these terms of use are reserved. Any unauthorized use of the Company's proprietary information by you may violate copyright laws, trademark laws and other regulations and statutes.

#### YOUR SUBMISSIONS OR COMMUNICATIONS AND PRIVACY

Any communication or material you transmit to the website by electronic mail or otherwise, including, but not limited to, any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary.

#### **TRADEMARK NOTICE**

The trademarks that appear on this site are registered and unregistered trademarks of the Company or its affiliates or are licensed to the Company by third parties. Nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade mark displayed on this website without the written permission of the Company or third party who owns the trademark.

#### **COPYRIGHT NOTICE**

All contents of the Company's website are subject to copyright protection and reproduction of the content, or any part thereof, is prohibited without prior consent of the Company.

#### EXTERNAL LINKS AND ADVERTISING

Any third party wishing to link to this website from their website must obtain permission from the Company by directing such request to the Company and permission may be granted on terms and conditions agreed. The Company's website may contain links to other web sites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked

Site, or any changes or updates to a Linked Site. The Company is not responsible for webcasting or any other form of transmission received from any Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any Linked Site does not imply endorsement by the Company of the site or any association with its operators and should not be construed as constituting any relationship or endorsement of the Linked Site and reliance on all information provided by the external Linked Site is done so at your own risk.

#### **EXCLUSION OF LIABILITY**

The use of this website is at the user's own risk.

Under no circumstances whatsoever shall the Company be liable for any loss arising out of, or in connection with, the use of information available from this website whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind.

The information on this site is intended for general information purposes only and is not intended to serve as financial or other advice.

Whilst the Company endeavours to ensure that the information on this site is accurate and complete, the Company makes no warranties about the accuracy, reliability, completeness or timeliness of the proprietary information, software text, graphics, and links, or about results to be obtained from using the website.

# MATERIALS PROVIDED TO THE COMPANY OR POSTED AT ANY COMPANY WEBSITE

The Company does not claim ownership of the materials you provide to the Company (including feedback and suggestions) or post, upload, input or submit to any Company website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Company, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## ENFORCEABILITY

If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

# JURISDICTION

These terms and conditions shall be governed by, and construed in accordance with, the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with your use of this website, or these terms and conditions or any matter related to, or in connection therewith.