

Terms of Use

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The Fleetwood Estate Homeowners Association (NPC) Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

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- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
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- Violate any applicable laws or regulations.

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SERVICE CONTACT: info@fleetwoodestate.co.za

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Fleetwood Estate Homeowners Association (NPC) and its affiliates, officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, expenses (including without limitation reasonable attorneys' and Professional / Candidates' and consultants' fees), damages or other liabilities, of any kind or nature, (collectively "Liabilities") which arise out of, result from, allege, or otherwise relate to: (i) your use of the Fleetwood Estate Homeowners Association (NPC) Web Sites or the Fleetwood Estate Homeowners Association (NPC) related services, (ii) any information, materials or content you post on the Fleetwood Estate Homeowners Association (NPC) Web Sites or otherwise provide to Fleetwood Estate Homeowners Association (NPC) or another User, (iii) your breach of these Terms of Use, or (iv) any other act of commission and/or omission by you.

TERMINATION/ACCESS RESTRICTION

Fleetwood Estate Homeowners Association (NPC) reserves the right, in its sole discretion, to terminate your access to the Fleetwood Estate Homeowners Association (NPC) Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of South Africa and you hereby consent to the exclusive jurisdiction and venue of courts in Gauteng, South Africa. in all disputes arising out of or relating to the use of the Fleetwood Estate Homeowners Association (NPC) Web Site. Use of the Fleetwood Estate Homeowners Association (NPC) Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fleetwood Estate

Homeowners Association (NPC) as a result of this agreement or use of the Fleetwood Estate Homeowners Association (NPC) Web Site. Fleetwood Estate Homeowners Association (NPC)'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Fleetwood Estate Homeowners Association (NPC)'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Fleetwood Estate Homeowners Association (NPC) Web Site or information provided to or gathered by Fleetwood Estate Homeowners Association (NPC) with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Fleetwood Estate Homeowners Association (NPC) with respect to the Fleetwood Estate Homeowners Association (NPC) Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Fleetwood Estate Homeowners Association (NPC) with respect to the Fleetwood Estate Homeowners Association (NPC) Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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