



PLEASE READ THIS DOCUMENT CAREFULLY. YOUR USE OF THIS WEBSITE AND/OR ANY OFFER PLACED WITH QUOIN ONLINE (“QUOIN”) CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE TERMS AND CONDITIONS OF REGISTRATION AND SUBSCRIPTION TO THE WEBSITE (“THESE TERMS AND CONDITIONS”) HEREOF

Please note that in the event of any conflict between these terms and conditions and the provisions of the Online Sale Process Document or the Offer to Lease, the provisions of the Online Sales Process Document or the Offer to lease will prevail.

The sale and lease will be conducted by Quoin Online (Pty) Ltd (hereinafter referred to as “Quoin”). The reference to “Quoin” shall include but not be limited to any and all of its agents, employees, representatives, officers and directors. These Terms and Conditions generally contain the provisions for the use of the Website by the User and describes the process in respect of the sale and lease of properties owned by one or more selling or landlord entities (Seller” or “Landlord” herein shall include the selling or landlord entity and its parent company, subsidiaries, or affiliated companies).

The Sellers and Landlords of the Properties and vacancies listed have instructed Quoin to sell or lease the listed Properties on the Website in accordance with the Terms and Conditions set forth below. The Online Sale Process Document may vary among the Properties in each sale, so please review the Online Sale Process Document for each Property carefully. Prospective purchasers and tenants or duly authorised representatives of prospective purchasers and tenants who register in accordance with the instructions below will be deemed “Users” for the purposes of this Online process. A User will be required to execute a sale agreement, offer to purchase or lease agreement in a form and with terms and provisions required by the Sellers or Landlords (hereinafter referred to as the “Binding Agreements”),

1. DEFINITIONS

- 1.1 **“Broker”** means a User who registers as an agent for a User who could potentially purchase a Property or lease a vacancy and who warrants that s/he has a mandate to represent a User relating to the sale of a Property or lease of a vacancy and who holds a valid Fidelity Fund Certificate;
- 1.2 **“CPA”** means the Consumer Protection Act, 68 of 2008 and can be accessed at



https://www.gov.za/sites/default/files/32186_467.pdf, and shall include the Regulations in respect thereof;

- 1.3 **“FICA”** means the Financial Intelligence Centre Act, 38 of 2001 and can be accessed at [https://www.fic.gov.za/Documents/FIC%20Act%20with%202017%20amendments%20\(1\)%20\(1\).pdf](https://www.fic.gov.za/Documents/FIC%20Act%20with%202017%20amendments%20(1)%20(1).pdf)
- 1.4 **“its”** shall include “his” and “her”;
- 1.5 **“Landlord”** means a property owner or a party duly authorised to let a vacancy.
- 1.6 **“Minimum Price”** means the minimum price at which a Seller is prepared to sell the Property or at which a Landlord is prepared to lease a vacancy;
- 1.7 **“Online Sale Process Document”** means the document setting out the property disposal methodology that is available for each Property at the Property Registration phase on the Website;
- 1.8 **“Party”** means any one of the User, Purchaser, Seller, Landlord, Tenant or Quoin and shall include a combination thereof, “parties”;
- 1.9 **“Property”** means the immovable property listed for sale on the Website and shall include “Properties”;
- 1.10 **“Purchaser”** means the User whose offer has been accepted by a Seller and who concludes a Sale Agreement with a Seller may not necessarily be the highest monetary offeror;
- 1.11 **“Quoin”** means Quoin Online (Pty) Ltd (Registration Number:2012/041092/07), including, without limitation, its agents, employees, representatives, officers and directors, acting as an agent for a Seller;
- 1.12 **“Seller”** means a seller of the Property;
- 1.13 **“Tenant”** means the User whose offer has been accepted by the Landlord and who concludes a Lease agreement with the Landlord;
- 1.14 **“User”** means the user, juristic or natural, of the Website, including the person who places an offer for the Property or the vacancy, and includes a Seller, Landlord, Tenant and the Purchaser, where applicable;
- 1.15 **“Vacancy”** means a space within a property which is to be leased;
- 1.16 **“Website”** means <https://www.quinonline.co.za> or <https://www.quincommercialproperty.co.za>

2. IMPORTANT NOTICES

- 2.1 This document contains the standard Term and Conditions on which Quoin lists, on behalf of a Seller or the



Landlord, the Property or vacancy to the User for sale or lease on the Website.

2.2 This document constitutes the entire agreement between Quoin and the User relating to the subject matter hereof and will be binding between the Parties for all current and future online sales and leases of the Property and vacancies, unless modified and/or amended by Quoin. A Seller will in addition to being bound to the contents of this document, be bound to the Online Sale Process document, and the Sale Agreement relevant to the Property.

2.3 Nothing in this document must be understood to unlawfully restrict, limit or avoid any rights, obligations, as the case may be, created either of the User or the Purchaser or the Tenant or Quoin in the event and to the extent of the CPA applying. Where and to the extent that the CPA applies, the provisions of the CPA are to be read into the applicable clauses of these Terms and Conditions.

3. **ASSENT TO TERMS AND CONDITIONS**

3.1 The User, by its application for registration and subscription to the Website and the submission of electronic offers, warrants that it has read and understood all the terms and conditions contained in this document and agrees to be bound hereby.

3.2 The Seller, by authorising the listing of the Property on the Website, warrants that it has read and understood all the terms and conditions contained in this document and, where applicable, agrees to be bound thereby.

4. **INTRODUCTION AND COMPANY INFORMATION**

4.1 Quoin is in the business of listing for sale and to let on behalf of a Seller or Landlord, from time to time, immovable property or vacancies using an electronic internet-based sale system.

4.2 Information about the particular Property or vacancies listed on the Website is as provided by a Seller or Landlord to Quoin and Quoin makes no representations or warranties with respect to the accuracy or completeness of any description. Save where Quoin is the Seller or Landlord of the property, Quoin confirms



that they have not inspected the property. The responsibility for the information provided in the listing of the property on the Website lies with the Seller.

4.3 Quoin's director is Karen Miller

5. **GENERAL**

5.1 Unless otherwise specified herein, no other terms and conditions, whether express, tacit or implied, will apply. No alteration or variation of these Terms and Conditions shall be of any force or effect unless and until recorded in writing and approved by Quoin. All provisions and various clauses of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.

5.2 These terms and conditions may be periodically modified and/or amended by Quoin at any time and in their sole discretion and it is the User's - responsibility to ensure that they are familiar with the updated and/or amended terms.

5.3 The User's continued use of the Website signifies their acceptance of these Terms and Conditions.

6. **FOR SALE REGISTRATION:**

6.1 A User must register in order to gain access to the Website and there is no fee to register ("Website Registration"). Such registration must meet the requirements of Quoin and the Financial Intelligence Centre Act (hereinafter referred to as "FICA") in respect of the verification of the identity of the User.

6.2 A User must thereafter register on a per Property basis in order to gain access to the due diligence information and to place an offer on a Property ("Property Registration").

6.3 The User:

6.3.1 must complete, in full, the registration documents provided on the Website;

6.3.2 warrants that the information provided by the User is in all respects true and correct;



- 6.3.3 must furnish Quoin with all and any supporting documentation as may be required by Quoin for FICA purposes or any other purpose which Quoin and/or a Seller may in its sole and absolute discretion deem necessary;
 - 6.3.4 acknowledges that the placing of an offer for any Property for sale on the Website and any sale concluded as a result thereof (upon acceptance of an offer by the Seller) will give rise to a contractual relationship between the Seller and the Purchaser;
 - 6.3.5 must, if represented by a Broker, disclose the full details of the registered Broker representing the User when completing the Property Registration process;
 - 6.3.6 who intends placing an offer on behalf of another User must hold written authorisation to act on behalf of the other User and both parties shall be required to comply with FICA;
 - 6.3.7 who purports to place an offer on behalf of a company, close corporation or trust, must hold written authorisation from the entity it purports to represent on that entity's letterhead accompanied by a certified copy of a resolution of that entity authorising the User to offer on the entity's behalf up to a particular price, agrees and consents to Quoin having access to and/or conducting credit reference checks in relation to the User;
 - 6.3.8 At Quoin's absolute and discretion and upon compliance with the requirements of clause 6.1 above, Quoin will within a reasonable period of time, provide the User with access to the Website for the purposes of Property Registration.
- 6.4 Quoin, shall be entitled in its sole discretion, to deny application for Website Registration and/or Property Registration and shall not be required to furnish the applicant with reasons therefor.
- 6.5 Only offers from Property Registered Users will be considered.
- 6.6 Where applicable, a deposit will be specified for each particular Property on the registration page for such Property. Quoin shall in its sole discretion be entitled to request proof of sufficient additional funds before registering a User for Property Registration.



6.7 The Broker:

- 6.7.1 will complete, in full, the registration documents provided on the Website;
- 6.7.2 must hold a valid Fidelity Fund Certificate;
- 6.7.3 will agree to the terms of the mandate and the Online Sales Process Document for each Property;
- 6.7.4 will agree to Quoin's co-operation agreement on the property;
- 6.7.5 warrants that the information provided by the Broker is in all respects true and correct;
- 6.7.6 will furnish Quoin with all and any supporting documentation as may be required by Quoin or a Seller;
- 6.7.7 acknowledges that recognition of the Broker representing a User and this relationship is only confirmed once the User has selected the Broker as their representative on registration of a Property;
- 6.7.8 must inspect the Property with the User they are representing;
- 6.7.9 acknowledges that no information on a Property may be distributed to any party other than the User who has acknowledged online that he is represented by the Broker;

7. GENERAL FOR SALE INFORMATION

- 7.1 The sale will commence at the published time and will not be delayed to allow a specific person or persons in general to take part in the sale.
- 7.2 Unless otherwise stated, the reason for the sale will be the voluntary disposal of the Property by the Seller.
- 7.3 It is the User's sole responsibility to read these Terms and Conditions, the Online Sale Process Document and the Sale Agreement for each Property carefully prior to making an offer on a Property on the Website.
- 7.4 The conduct of the online sale process is subject to the control of Quoin and Quoin reserves the right to regulate the offer procedure and to deny any person access to the Website for any reason.
- 7.5 The User and/or the Purchaser shall not have any claim against Quoin in the event of the sale process being postponed or cancelled for any reason whatever.
- 7.6 Quoin will be entitled to correct any bone fide error made in the description of any Property or in the conduct or conclusion of any sale. In the event that the error cannot be corrected, the sale may, at Quoin's sole discretion, be cancelled and no party shall have any action against Quoin or one another arising from the said cancellation.



- 7.7 By applying for Website and Property Registration, the User agrees to these Terms and Conditions, as may be updated from time to time prior to the sale date. Such form of acceptance by the User is binding and the User acknowledges that it shall be binding and enforceable on it.
- 7.8 The respective rights and obligations of the parties with respect to these Terms and Conditions, the Online Sales Process Document and the conduct of the sale shall be governed by, interpreted and enforced under the laws of the Republic of South Africa. Upon execution of the Sale Agreement, all rights and remedies with respect to the Property shall be governed by the Sale Agreement and, where a conflict exist, the terms of the Sale Agreement will take precedence over these Terms and Conditions in so far as they relate to the agreement between the Seller and the Purchaser.
- 7.9 Offers made during the sale process are void where prohibited by law. Any information on any website, in any brochure, e-mail or postcard and any and all information available regarding the Properties shall not constitute an offer to sell or a solicitation of any offer to buy any of the Properties referenced herein. In addition, and without limitation of the foregoing, any website or brochure shall not constitute an offer to sell or a solicitation of any offer to buy.
- 7.10 No obligation to sell shall arise or become binding on a Seller unless and until the Sale Agreement is signed by the Seller.

8. LEASE REGISTRATION:

- 8.1 A Tenant must only register in order to place an offer on a vacancy and there is no fee to register (“Vacancy Website Registration”). Such registration must meet the requirements of Quoin and the Financial Intelligence Centre Act (hereinafter referred to as “FICA”) in respect of the verification of the identity of the User.
- 8.2 The User:
- 8.2.1 must complete, in full, the required registration fields provided on the Website;
 - 8.2.2 warrants that the information provided by the User is in all respects true and correct;
 - 8.2.3 must, on email registration approval, verify the User’s email address;
 - 8.2.4 must complete the requirement for FICA documentation by uploading the documentation on the User’s profile or on the “Verified application” before an offer is placed.



- 8.2.5 must furnish Quoin with all and any supporting documentation as may be required by Quoin for FICA purposes or any other purpose which Quoin and/or the Landlord may in its sole and absolute discretion deem necessary;
 - 8.2.6 acknowledges that the placing of an offer for any vacancy to let on the Website does not give rise to a contractual relationship between the Landlord and the Tenant. Only upon acceptance of an offer by the Landlord will it give rise to a contractual relationship between the Landlord and the Tenant, which acceptance may still be subject to the conclusion of a mutually acceptable lease agreement;
 - 8.2.7 must, if represented by a Broker, verify the User's account registration received by email which is registered by the Broker, and verify the User's email address;
 - 8.2.8 who intends placing an offer on behalf of another User must hold written authorisation to act on behalf of the other User and both parties shall be required to comply with FICA;
 - 8.2.9 who purports to place an offer on behalf of a company, close corporation or trust, must hold written authorisation from the entity it purports to represent on that entity's letterhead accompanied by a certified copy of a resolution of that entity authorising the User to offer on the entity's behalf up to a particular price, agrees and consents to Quoin having access to and/or conducting credit reference checks in relation to the User;
 - 8.2.10 At Quoin's absolute and discretion and upon compliance with the requirements of clause 8.1 above, Quoin will within a reasonable period of time, provide the User with access to the Website for the purposes of Property Registration.
- 8.3 Quoin, shall be entitled in its sole discretion, to deny application for Website Registration and/or Property Registration and shall not be required to furnish the applicant with reasons therefor.
- 8.4 Only offers from Registered Users will be considered.



8.5 The Broker:

- 8.5.1 will complete, in full, the required registration information and provide the required documentation;
- 8.5.2 must hold a valid Fidelity Fund Certificate;
- 8.5.3 must upload the valid Fidelity Fund Certificate upon registration;
- 8.5.4 must, on email registration approval, verify the broker's email address;
- 8.5.5 will agree to Quoin's co-operation agreement;
- 8.5.6 warrants that the information provided by the Broker is in all respects true and correct;
- 8.5.7 will furnish Quoin with all and any supporting documentation as may be required by Quoin or the Landlord;
- 8.5.8 acknowledges that recognition of the Broker representing a User and this relationship is only confirmed once the User has verified the Broker as their representative on registration of a Vacancy;

9. GENERAL OFFER TO LEASE INFORMATION

- 9.1 It is the User's sole responsibility to read these Terms and Conditions, the Offer to Lease document carefully prior to making an offer on a Vacancy on the Website.
- 9.2 The conduct of the online offer process is subject to the control of Quoin and Quoin reserves the right to regulate the offer procedure and to deny any person access to the Website for any reason.
- 9.3 The User and/or the Tenant shall not have any claim against Quoin for any reason whatever.
- 9.4 Quoin will be entitled to correct any error made in the description of any Vacancy or in the conduct or conclusion of any offer or lease.
- 9.5 By applying for Website and Vacancy Registration, the User agrees to these Terms and Conditions, as may be updated from time to time. Such form of acceptance by the User is binding and the User acknowledges that it shall be binding and enforceable on it.
- 9.6 The respective rights and obligations of the parties with respect to these Terms and Conditions and submission of the offer to lease, shall be governed by, interpreted and enforced under the laws of the Republic of South Africa. Upon execution of the Lease Agreement, all rights and remedies with respect to the Property shall be governed by the Lease Agreement and, where a conflict exist, the terms of the Lease Agreement will take precedence over these Terms and Conditions in so far as they relate to the agreement between the Landlord and the Tenant.



- 9.7 Offers made, where prohibited by law, are void.
- 9.8 Any information on disseminated by Quoin Online on website, in any brochure, e-mail or postcard and any and all information available regarding the Vacancies shall not constitute an offer to lease or a solicitation of any offer to lease. In addition, and without limitation of the foregoing, any website or brochure shall not constitute an offer to lease or a solicitation of any offer to lease by the Landlord.
- 9.9 No obligation to lease shall arise or become binding on the Landlord unless and until the Lease Agreement is signed by the Landlord.

10. WARRANTIES

10.1 The User warrants that:

- 10.1.1 the information provided by it during the Website registration process is true and correct in all respects;
- 10.1.2 failing where the User specified before the sale that financing from a third party is required, upon the submission of an offer, the User is willing and able to effect payment of that sum plus any additional costs specified in these Terms and Conditions and in the Sale Agreement;
- 10.1.3 it has not, directly or indirectly, engaged in or been involved in offer manipulation and/or unfairly induced any other person to make offers and/or alter and/or affect the offer price and/or in any way collude with any person whatsoever, juristic or natural, to alter or attempt to alter a fair offer process;
- 10.1.4 he/she is over the age of 18 (eighteen) years.

10.2 A Seller warrants that:

- 10.2.1 it is owner or authorised agent of the Property;
- 10.2.2 it has accurately described the Property on the Website.

- 10.3 Other than the representations stated in these Terms and Conditions or the warranties as provided for in the CPA, where and to the extent applicable, the User acknowledges that Quoin has made no representations or warranties, implied or otherwise, to the User and/or to Seller in connection with the Property.



11. LIMITATIONS AND INDEMNITY

11.1 While Quoin shall take all reasonable measures to ensure the accuracy of the information provided to prospective Users, Quoin makes no representations or warranties as to the accuracy or completeness of any information contained online on the Website or made available by a Seller or Quoin. All Users are required and encouraged to conduct their own due diligence and investigate all matters relating to the Properties that they are interested in purchasing on the Website. All Properties listed on the Website are sold on a “voetstoets”, "as is" basis.

11.2 No warranties, express or implied, including, but not limited to fitness for a particular purpose, are made with respect to the online offering platform or any information or software therein.

Quoin will not be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither the Seller, the Landlord nor Quoin will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the Website, the materials on the Website, or the online platform even if there is negligence or Quoin or an authorized representative of Quoin has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages in which event it is recorded and agreed that the Seller's or Quoin total liability to the User for all losses, damages, and causes of action (including without limitation, negligence or otherwise) will not be greater than the amount the User paid to access the Website.

The User hereby indemnifies and holds Quoin and/or the Seller and/or the Landlord harmless against any losses, expenses, costs or damages of whatsoever nature incurred by the User and/or the Seller and/or the Landlord howsoever arising, including any wilful misconduct or gross negligence of Quoin. Quoin shall under no circumstances whatsoever be liable for damages, directly or indirectly caused, or consequential loss of any nature whatsoever for any reason whatsoever. Where applicable, this clause 9 will not apply to a User insofar as it is in conflict with the CPA, if and to the extent applicable.

11.3 The User hereby indemnifies and holds harmless the Seller, Landlord and/or Quoin and waives any right that it may have to claim against the Seller, Landlord and/or Quoin in relation to any loss which it may suffer occasioned by the unauthorised use of the User's Website password and user name.



12. BREACH

- 12.1 In the event of the User, or Purchaser breaching any of the Terms and Conditions, including those contained in the Online Sales Process Document, Quoin will be entitled (but not obliged) by written notice to the User or Purchaser, as the case may be, to:
- 12.1.1 claim specific performance; and/or
 - 12.1.2 cancel the User's registration to the Website; and/or
 - 12.1.3 claim damages arising out of the breach.
- 12.2 Should Quoin elect to claim damages arising out of the breach in terms of clause 12.1.3 above in respect of a sale, then the Purchaser will be liable to Quoin for liquidated damages equal to 10% (ten percent) of the Purchaser's offered purchase price for the Property, alternatively the Seller will be entitled to claim damages sustained as a result of the breach
- 12.3 Should Quoin elect to claim damages arising out of the breach in terms of clause 12.1.3 above in respect of an accepted offer to lease or signed lease agreement, then the Tenant will be liable to Quoin for liquidated damages equal to the value of the commission which it would have earned.
- 12.4 In any of the above instances Quoin may claim such damages as it may have suffered as a consequence of the User's / Purchaser's/Tenant's breach, including, without limitation, the total cost of the offer sale or lease, Quoin's commission and any other additional costs prescribed by the Regulations.
- 12.5 The aforementioned remedies shall be in addition to such remedies which the Seller or Landlord and/or Quoin may have under the common law.

13. DOMICILIUM CITANDI ET EXECUTANDI

- 13.1 The User elects as its domicilium citandi et executandi the physical address as stipulated in the registration documents completed by the User on the Website for service of all notices or legal processes.
- 13.2 Quoin elects as its domicilium citandi et executandi its registered address being:

63 Protea Road, Newlands

Cape Town



14. ARBITRATION

14.1 Should any dispute arise between the parties in connection with:

- 14.1.1 the information or existence of;
- 14.1.2 the implementation or existence of;
- 14.1.3 the interpretation or application of the provisions of;
- 14.1.4 the parties' respective rights and obligations in terms of or arising out of, or the breach or termination of;
- 14.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part;
- 14.1.6 any document furnished by the parties excluding the Lease or Sale Agreement pursuant to the provisions of;
- 14.1.7 these terms and conditions excluding the Lease or Sale Agreement or which relates in any way to any matter affecting the interests of the Parties in terms of these terms and conditions;

that dispute shall first be attempted to be resolved between the Parties by dispute resolution, failing which, be referred to and be determined by arbitration in accordance with the terms of this clause 14.

Any party to these terms and conditions may demand that a dispute be determined in terms of these terms and conditions by written notice given to the other party.

14.2 This clause shall not preclude any party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the Arbitrator.

14.3 The arbitration shall be held:

- 14.3.1 In Cape Town with only the legal and other representatives of the parties to the dispute present thereat;
- 14.3.2 mutatis mutandis in accordance with the provisions of the High Court Act, No. 59 of 1959 ("the Act"), the rules made in terms of that Act and the practice of the division of the High Court referred to in clause 12.9 ;
- 14.3.3 otherwise in terms of the Arbitration Act, No. 42 of 1965, it being the intention that the arbitration shall be held and completed as soon as possible.



- 14.4 The Arbitrator shall be, if the matter in dispute is principally:
- 14.4.1 a legal matter, a practising Attorney or Advocate of Cape Town with at least 10 (ten) years standing;
 - 14.4.2 an accounting matter, a practising chartered accountant of Cape Town of at least 10 (ten) years standing;
 - 14.4.3 any other matter, and independent person;
 - 14.4.4 agreed upon between the parties to the dispute.
- 14.5 Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 14.6 Should the parties fail to agree on an Arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 14.2 above then the Arbitrator appointed at the request of either party to the dispute by the President for the time being of the Law Society of Northern Provinces or its successor-in-title.
- 14.7 The decision of the Arbitrator shall be final and binding to the parties to the dispute and may be made an order of the Court referred to in clause 14.9 at the instance of the parties to the dispute.
- 14.8 The parties hereto consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa in respect of the proceedings referred to in clause 14.7.
- 14.9 The parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 14.11.3
- 14.10 The provisions of this clause:
- 14.10.1 constitute and irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
 - 14.10.2 are severable from the rest of the terms and conditions herein and shall remain in effect despite the termination of or the invalidity for any reason of this document;



14.10.3 shall not preclude any party from instituting any injunctive proceedings in any appropriate Court.

15. PRIVACY POLICY

- 15.1 Quoin shall take all reasonable steps to protect the personal information of the User collected by Quoin through the Website. For the purposes of this clause “personal information” shall be defined as detailed in the Promotion of Access to Information Act, 2 of 2000 (“PAIA”). The PAIA can be accessed at https://www.gov.za/sites/default/files/gcis_document/201409/a2-000.pdf.
- 15.2 The personal information will not be made available to any third party without the User’s consent or unless required in legal process or proceedings or to protect the rights, property or safety of Quoin or other parties. The User acknowledges that Quoin will supply the Seller or Landlord and all other necessary third parties with the User’s personal information for the purpose of concluding a sale of the Property or lease of a vacancy.
- 15.3 The User recognises that it is the User’s sole responsibility to protect its Website username and password.
- 15.4 The User recognises that Quoin may use its confidential information to communicate with the User from time to time, unless otherwise specified by the User in writing.
- 15.5 It is recorded that the Website may collect cookies and/or make use of tracking. All Users of the Website accept that Quoin may collect the User’s computer IP address in order to, among other things, measure the number of visitors to the Website for marketing purposes. Quoin is under no obligation to protect this information and make use of this information without limitation.

16 . USE OF THE WEBSITE

- 16.1 Save for the provisions of section 43(5) and 43(6) of ECTA, where applicable, neither Quoin nor its duly authorised agents or representatives shall be liable for damages, loss or inability to use the Website, the services or content provided therein. Quoin furthermore makes no representation or warranties whatsoever that the content and/or technology available on the Website is free of errors, omissions and viruses of any nature or free of interruption.



- 16.2 Any and all information on the Website should not be regarded as professional advice or the official opinion of Quoin and it is the User's responsibility to ensure the correctness of any of the content displayed on the Website.
- 16.3 The User agrees to use the Website only for lawful purposes and in a manner which does not in any way infringe on the rights of or restrict or inhibit the use and the enjoyment of the Website for any third party including, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person. Quoin will not be responsible in any way whatsoever for the content of external websites linked to the Website, whether directly or indirectly. It is the User's responsibility to confirm any external Website's privacy policy before transmitting personal information thereto.
- 16.4 No right or license is hereby granted to any User, whether juristic or natural, to any trademark, mark, branding, design or any other intellectual property of Quoin whatsoever.
- 16.5 All material located on the Website including, without limitation, text, logos and images may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way whatsoever, except for the User's personal non-commercial use.
- 16.6 The User agrees not to adapt, alter or create any derivative work from any of Quoin material contained on the Website nor to use of Quoin content for commercial use in any way whatsoever, without Quoin's prior written approval.