

## **QROOPLE WEBSITE: TERMS AND CONDITIONS**

### **1. INTERPRETATION**

1.1 In these Terms and Conditions, the following words and expressions shall bear the following meanings:

- 1.1.1 **“Buyer”** means a prospective purchaser of real estate property;
- 1.1.2 **“Cash Back”** means the amount payable to the Buyer in respect of a Qroople sponsored according to the sliding scale set out in clause 7 below;
- 1.1.3 **“Personal Information”** means any and all information provided by Users in using this Website including, but not limited to:
  - 1.1.3.1 name, address, telephone number, email address;
  - 1.1.3.2 unique identifiers including company registration number, ID number and VAT number;
  - 1.1.3.3 the information that Qroople gathers about Users as a result of use of this Website, including without limitation details relating to location, preferences, behaviours and attitudes;
  - 1.1.3.4 information defined as “personal information” in section 1 of the Protection of Personal Information Act, No. 4 of 2013 and/or the General Data Protection Regulation (“GDPR”) 679/2016, insofar as same may be applicable;
- 1.1.4 **“Private Seller”** means an owner and prospective seller of real estate property working without a Real Estate Professional;
- 1.1.5 **“Qroople (Pty) Ltd”** means Qroople (Pty) Ltd, a private company duly registered in terms of the laws of the Republic of South Africa with Registration Number 2018/294368/07, of 39 Carl Cronje Drive, Tyger Valley, Cape Town, 7530;
- 1.1.6 **“Qroople”** means the unique real estate Cash Back coupon to be posted or downloaded by Users on this Website;
- 1.1.7 **“Qroople Agreement”** means the agreement concluded between a Qroople Sponsor and a Buyer upon signature of the Qroople by both parties;
- 1.1.8 **“Qroople Fee”** means fees payable to Qroople (Pty) Ltd as further provided in clause 7 below;
- 1.1.9 **“Qroople Guidelines”** means the guidelines issued by Qroople (Pty) Ltd, from time to time, as posted on the Website, governing the trading opportunities made available on this Website;

- 1.1.10 **"Groople Sponsor"** means a Private Seller or Real Estate Professional who wishes to post a Groople to offer to pay a Buyer the Cash Back on the terms and conditions of the Groople Agreement;
- 1.1.11 **"Real Estate Professional"** means a real estate professional who sells properties on behalf of sellers other than Private Sellers;
- 1.1.12 **"Sale Agreement"** means an agreement of sale concluded between a Buyer and Private Seller/Real Estate Professional in respect of the sale of a property;
- 1.1.13 **"User"** shall mean a Buyer, Private Seller and/or a Real Estate Professional, as the case may be; and
- 1.1.14 **"Website"** means [www.groople.com](http://www.groople.com).

## **2. GENERAL**

- 2.1 These Terms and Conditions govern the use of the Website and are binding on and enforceable against every person that uses this Website.
- 2.2 By using the Website, Users acknowledge that they have read and understood and agree to be bound to these Terms and Conditions.
- 2.3 Any User who does not accept these Terms and Conditions may not use this Website in any manner whatsoever.

## **3. CONSUMER PROTECTION ACT, NO. 68 OF 2008 ("THE ACT")**

- 3.1 These Terms and Conditions apply to Users who are "consumers" for the purposes of the Act.
- 3.2 Users' attention is specifically drawn to clauses underlined in the text which:
  - 3.2.1 may limit the risk or liability of Groople (Pty) Ltd; and/or
  - 3.2.2 may create risk or liability for the User; and/or
  - 3.2.3 may compel the User to indemnify Groople (Pty) Ltd; and/or
  - 3.2.4 seems as an acknowledgement by the User of a fact.

## **4. INTRODUCTION**

- 4.1 The Groople (Pty) Ltd Website serves as a platform to connect potential buyers and sellers and Real Estate Professionals of real estate property by creating an opportunity for Users to search for, find, download, print, sponsor, share and post Grooples subject to the terms and conditions set out herein.
- 4.2 This Website is not a website for online marketing of property listings or advertising of service providers in the real estate or related industries.

- 4.3 If a User wishes to find, sponsor, post, share, download and print a Qroople, the User shall not be required to register an account. However, a User shall be required to provide certain information referred to in clause 6 below, which information will be recorded and checked into the Qroople (Pty) Ltd database when a User sponsors (posts) or downloads a Qroople on the Website.
- 4.4 Sponsoring a Qroople on the Website is free. There is no charge for Users to sponsor, post or search for a Qroople on the Website.
- 4.5 By using this Website, Users acknowledge, agree and/or warrant that:
- 4.5.1 the conclusion of any Qroople Agreement and the use of this Website is subject to the provisions of the limitation of liability set out in clause 9 below and Users acknowledge and agree to such exclusion of risk/liability by Qroople (Pty) Ltd;
- 4.5.2 it has the legal capacity to use the Website and to conclude a Qroople Agreement/s and will not be in breach/contravention of any applicable law in the Republic of South Africa or elsewhere by using this Website;
- 4.5.3 in the case of Real Estate Professionals specifically that their use of this Website will not be in contravention of any rules/regulations anywhere in the world.

## **5. SPONSORING A QROOPLE**

- 5.1 In order to sponsor a Qroople or find and download a Qroople, Users will not be required to register an account, but will be required to provide certain information to Qroople (Pty) Ltd.
- 5.2 Users agree to notify Qroople (Pty) Ltd immediately upon becoming aware of or reasonably suspecting any unauthorised Qrooples listed on the Website.
- 5.3 Users agree to provide accurate, current and complete information during the sponsoring or searching process and to keep it accurate, current and complete.
- 5.4 Users agree that this Website may only be used to search for, sponsor, find, share and download Qrooples and may not be used solely to obtain information relating to Users and to use such information as a negotiating tool with other Users outside of the Website.
- 5.5 Users agree that this Website simply serves as a platform to connect Real Estate Professionals and potential buyers and sellers of real estate properties and no properties shall be advertised on this Website, nor shall Sale Agreements in respect of real estate properties be concluded via this Website.
- 5.6 Qroople (Pty) Ltd reserves the right to suspend or terminate Qrooples posted on the Website if a User creates Qrooples that are, or that Qroople (Pty) Ltd has reason to believe, are inaccurate, fraudulent, not current, incomplete or otherwise in violation of these Terms and Conditions, including but not limited to, the provisions of clause 5.4 above.

- 5.7 Users acknowledge and agree that certain Personal Information may be made available to other Users in order to conclude a Qroople Agreement, but such disclosure shall be subject to the provisions of the Privacy Policy referred to in clause 11 below.
- 5.8 By sponsoring or downloading a Qroople, Users warrant that the information provided:
- 5.8.1 is accurate and not false, misleading, deceptive or fraudulent;
  - 5.8.2 does not breach any Intellectual Property Rights of a third party;
  - 5.8.3 is made in compliance with all applicable laws, government regulations or guidelines;
  - 5.8.4 does not contain confidential information or trade secrets of a third party (unless the consent of the third-party owner has been obtained);
  - 5.8.5 will not transmit misleading or inaccurate information of any kind, whether of a commercial nature or otherwise; and
  - 5.8.6 the User will adhere to the Terms and Conditions of this Website, including the Qroople Guidelines.
- 5.9 By sponsoring a Qroople:
- 5.9.1 A Real Estate Professional warrants that it is licensed and has been duly authorised by the seller/s it represents to negotiate with potential buyers on behalf of the seller/s with the intent to conclude a Sale Agreement and that it will be able to pay the Cash Back to the Buyer and the Qroople Fee to Qroople (Pty) Ltd should it become payable in accordance with the terms of the Qroople Agreement;
  - 5.9.2 A Private Seller warrants that it owns/is duly authorised by the owner of a real estate property to negotiate with potential buyers with the intent to conclude a Sale Agreement that he/she/it is not represented by a Real Estate Professional and that he/she/it will be able to pay the Cash Back to the Buyer and the Qroople Fee to Qroople (Pty) Ltd should it become payable in accordance with the terms of the Qroople Agreement;
  - 5.9.3 A Buyer warrants that he/she/it is a potential purchaser of property or duly authorised by a potential purchaser to negotiate with Private Sellers/Real Estate Professionals with the intent to conduct a Sale Agreement.

## **6. HOW THE WEBSITE WORKS**

- 6.1 In order to post and sponsor a Qroople, a Real Estate Professional or Private Seller will be required to provide the following information:
- 6.1.1 The Cash Back amount offered to the Buyer;
  - 6.1.2 Name or Company;
  - 6.1.3 Email Address;
  - 6.1.4 Phone Number;
  - 6.1.5 City or Town;

- 6.1.6 The Qroople Location.
- 6.2 Upon completing the necessary information on the electronic form, a unique Qroople will be created and the Qroople will be activated on the Website on the date it was posted and will be available on the Website and on search engines.
- 6.3 In order to "Find a Qroople", Buyers will select a real estate purchase value and the name of a city or town anywhere in the world and search the Website.
- 6.4 The Buyer will be able to search for Qrooples matching the criteria listed above and once a suitable Qroople is found, can:
  - 6.4.1 click on "Download Qroople"; and
  - 6.4.2 print and sign the Qroople and contact the Qroople Sponsor.
- 6.5 The Buyer will be obliged to contact the Qroople Sponsor directly and the Buyer and Qroople Sponsor shall thereafter agree directly between them any further particulars required to conclude the Qroople Agreement and subsequent Sale Agreement, including but not limited to:
  - 6.5.1 payment terms in respect of the Cash Back amount due to the Buyer and the Qroople Fee due to Qroople (Pty) Ltd;
  - 6.5.2 terms of the Sale Agreement including rights and obligations of the parties, passing of risk and ownership, payment of purchase price, registration of transfer, appointment of transfer attorneys/conveyancers, payment of all applicable transfer taxes, duties and cost, etc.
- 6.6 Once the Buyer and the Qroople Sponsor sign the said Qroople, the document becomes a Qroople Agreement and provided a Sale Agreement is concluded between the parties and the terms thereof become unconditional, the Buyer will be entitled to claim from the Qroople Sponsor the Cash Back in terms of the Qroople Agreement and the Qroople Fee will become due and payable to Qroople (Pty) Ltd.
- 6.7 The conclusion of a Qroople Agreement does not necessarily mean a Sale Agreement will be concluded, and Users acknowledge and agree that the Cash Back only becomes payable to the Buyer on successful conclusion of a Sale Agreement and due performance in accordance with the terms thereof by both parties.

## 7. GROOPL FEE, CASH BACK AND PAYMENT TERMS

7.1 The Qroople Fees and Cash Back due on conclusion of a Sale Agreement shall be calculated according to the following sliding scale (at the currency selected by the Qroople Sponsor):

<b>PURCHASE VALUE:</b>	<b>BUYER CASH BACK:</b>	<b>GROOPL FEE:</b>
50,000+	450	50
100,000+	900	100
200,000+	1,800	200
400,000+	3,600	400
800,000+	7,200	800
1,600,000+	14,400	1,600
3,000,000+	27,000	3,000
6,000,000+	54,000	6,000
12,000,000+	108,000	12,000
25,000,000+	225,000	25,000
50,000,000+	450,000	50,000
100,000,000+	900,000	100,000
200,000,000+	1,800,000	200,000
400,000,000+	3,600,000	400,000
800,000,000+	7,200,000	800,000

+ means "equal to or more"

7.2 The Qroople Fee is immediately due and payable by the Qroople Sponsor to Qroople (Pty) Ltd on conclusion of a Sale Agreement, as referred to in clause 6.6 above, and shall be paid to the banking details of Qroople (Pty) Ltd printed at the bottom of each Qroople.

7.3 Qroople (Pty) Ltd reserves the right to, from time to time, amend the Qroople Fees and Fee Structure in its sole discretion, and any changes relating to the Qroople Fee/Fee Structure will become effective immediately without notice to any User, provided that any amendment will not apply to any Qroople Agreements that had already been concluded or in respect of which a Qroople is pending.

7.4 In the event of non-payment by the Qroople Sponsor for any reason other than failure by the Buyer to comply with its obligations, the Buyer shall be entitled to request Qroople (Pty) Ltd to remove that specific Qroople from the Website. Please note that payment between the Buyer and the Seller or the Qroople Sponsor is no liability of Qroople (Pty) Ltd.

## **8. CANCELLATIONS**

8.1 A Qroople may be cancelled/withdrawn any time prior to a Qroople Agreement being concluded.

8.2 Qroople (Pty) Ltd reserves the right to suspend/terminate any User's Qroople/s or access to the Website should it appear that the use by such User is in contravention of these terms and conditions.

## **9. LIMITATION OF LIABILITY**

9.1 Any User who wishes to use this Website, acknowledges and agrees that:

9.1.1 A User's relationship with Qroople (Pty) Ltd is limited to being a User and an independent third party and nothing herein shall be construed as deeming a User to be an employee/agent/partner/service provider/client of Qroople (Pty) Ltd for any reason whatsoever; and no User shall be entitled to make any undertaking/representation on behalf of Qroople (Pty) Ltd and shall not be entitled to bind Qroople (Pty) Ltd in any way;

9.1.2 Qroople (Pty) Ltd is not a party to any Qroople Agreement or Sale Agreement concluded between Users and Qroople (Pty) Ltd disclaims all liability in this regard to the maximum extent permitted by law;

9.1.3 Qroople (Pty) Ltd will not become involved in any dispute between Users arising out of or in connection with the conclusion of any Qroople Agreement or Sale Agreement/the offering or acceptance of a Qroople or any other use of/on this Website;

9.1.4 Real Estate Professionals may offer their own promotions and incentives including, but not limited to, rebates and concessions. Such promotions and incentives are not being offered on behalf of or endorsed by Qroople (Pty) Ltd and Qroople (Pty) Ltd is not responsible and shall not be held liable for such promotions and incentives;

9.1.5 Qroople (Pty) Ltd does not represent or hold out that:

9.1.5.1 it is an estate agent, attorney, financial advisor or other professional advisor;

9.1.5.2 it is a representative/agent of any User trading on this Website;

9.1.5.3 it has any control over any one or more of the circumstances described in clause 5.8;

9.1.5.4 the descriptions of the value/location of a property/other information contained in a Qroople will be accurate;

- 9.1.5.5 a Qroople Sponsor will perform its obligations in respect of a Qroople listed on this Website;
  - 9.1.5.6 it can confirm that each User is who they claim to be;
  - 9.1.5.7 it can confirm any matters relating to any financial or other information supplied to it by a User under this Agreement;
  - 9.1.5.8 it controls the content contained in any Qroople and the availability, legality or accuracy of any information set out therein;
  - 9.1.5.9 it is in any way a real estate agent or the representative/partner/service provider of any real estate agent and this Website is a real estate website.
- 9.1.6 All enquiries, of whatsoever nature relating to a Qroople Agreement, Sale Agreement or Qroople, must be directed to the Qroople Sponsor concerned at whose sole discretion the enquiry shall be resolved;
- 9.1.7 Users shall be solely responsible for the negotiation and conclusion of any Sale Agreements that may result from a Qroople posted on this Website;
- 9.1.8 Qroople (Pty) Ltd shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from the use of, or reliance upon, the Website or the content contained in the Website, or the User's inability to use the Website, and/or any unlawful activity on the Website and/or any Qroople added to this Website and/or any linked third party website and Users hereby indemnify Qroople (Pty) Ltd against any loss, claim or damage which may be suffered by Users or any third party arising in any way from the use of this Website;
- 9.1.9 Qroople (Pty) Ltd shall not be liable for any:
- 9.1.9.1 loss of profits, loss of data, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive or consequential damages of any nature whatsoever;
  - 9.1.9.2 bugs, viruses, Trojan horses or the like (regardless of the source of origination); or
  - 9.1.9.3 direct/indirect damages in excess of the Qroople Fees charged per Qroople Agreement concluded.
- 9.2 All disclaimers of liability set out in this clause 9 apply to Qroople (Pty) Ltd, its directors, employees, agents, partners, suppliers and content providers without limitation.

## **10. USE OF THE WEBSITE**

10.1 By using the Website, Users agree:

- 10.1.1 not to sponsor or download Qrooples by automated means or under false or fraudulent pretences;



- 10.1.2 not to use in any way any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website;
- 10.1.3 not to use in any way any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein;
- 10.1.4 not to use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful;
- 10.1.5 not to use any contact information provided by Qroople (Pty) Ltd for the purposes of sending bulk communication such as SPAM;
- 10.1.6 not to access, retrieve or index any portion of the Website for purposes of constructing or populating a searchable database of reviews relating to any services offered on the Website;
- 10.1.7 that all links created by Users to the Website will be done at their own risk and the provisions of clauses 9.1.7 and 14.4 will apply;
- 10.1.8 not to display, publish, copy, print, post or otherwise use the Website and/or the information contained herein in any way without the express prior written consent of Qroople (Pty) Ltd;
- 10.1.9 not to submit any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- 10.1.10 not to infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- 10.1.11 not to submit content containing any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions or our Privacy Policy;
- 10.1.12 not to promote any illegal activity, or advocate, promote or assist any unlawful act.

## **11. PRIVACY**

- 11.1 Personal Information is collected on this Website either automatically (electronically through the use of various technologies including cookies, internet log files, clear GIFs and tracking Pixels, analytic metric tool and other technology, Google analytics and Adwords) or voluntarily provided by Users when sponsoring or downloading a Qroople or concluding a Qroople Agreement.
- 11.2 Personal Information will be made known to third parties insofar as is required for concluding a Qroople Agreement or as permitted by law.
- 11.3 Personal Information collected and the use thereof will be treated according to the Privacy Policy available on the Website, and by your use of the Website you consent to such Privacy Policy.

11.4 Any feedback/questions/comments in this regard may be addressed to [privacy@groople.com](mailto:privacy@groople.com).

## **12. MODIFICATION**

12.1 Groople (Pty) Ltd reserves the right in its sole discretion to modify the Website or to modify these Terms and Conditions at any time and without prior notice to Users.

12.2 If these Terms and Conditions are modified, the modification will be posted on the Website.

12.3 Changes to the Terms and Conditions will be effective at the time of posting.

12.4 Users' continued access or use of the Website will constitute acceptance of the modified terms.

12.5 If the modified Terms and Conditions contain material changes applicable to existing Users (by decreasing rights or increasing responsibilities) Groople (Pty) Ltd will provide Users with notice prior to the changes taking effect.

12.6 If the modified Terms and Conditions are not acceptable to any User, the only recourse is to cease using the Website and to email Groople (Pty) Ltd at [support@groople.com](mailto:support@groople.com). If the User continue to use the Website, the User will be deemed to have accepted the changes.

## **13. FEEDBACK**

13.1 Users can contact Groople (Pty) Ltd at [support@groople.com](mailto:support@groople.com) to provide any feedback/complaint(s) with regard to the Website.

13.2 Groople (Pty) Ltd reserves the right to remove Groopoles from the Website at any time if Groople (Pty) Ltd has any reason to be concerned by any feedback about a User or should Groople (Pty) Ltd consider a User to be problematic for other Users.

## **14. DISCLAIMER**

14.1 The use of this Website is entirely at Users' own risk.

14.2 To the extent permissible pursuant to applicable law, Groople (Pty) Ltd disclaim all warranties of any kind, either express or implied, including but not limited to the content/accuracy of any information loaded on the Website. No oral or written information provided on the Website shall create a warranty, nor shall Users rely on any such information or advice.

14.3 Whilst Groople (Pty) Ltd takes reasonable measures to ensure that the content of the Website is accurate and complete, Groople (Pty) Ltd makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.

14.4 This Website may contain links or references to other websites ("Third Party Websites") which are outside of Qroople (Pty) Ltd's control. These Terms and Conditions do not apply to those Third Party Websites and Qroople (Pty) Ltd is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

## **15. OWNERSHIP AND COPYRIGHT**

15.1 The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Application Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Qroople (Pty) Ltd and/or is licensed to Qroople (Pty) Ltd.

15.2 Users will not acquire any right, title or interest in or to the Website or the Website Content.

15.3 The Qroople name and trademarks, the Qroople logo and all related names, logos, product and service names, designs and slogans are trademarks of Qroople (Pty) Ltd or its affiliates or licensors. Users may not use such marks without the prior written permission of Qroople (Pty) Ltd. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

## **16. AVAILABILITY AND TERMINATION**

16.1 Qroople (Pty) Ltd will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to Users.

16.2 Qroople (Pty) Ltd may in its sole discretion terminate, suspend and modify this Website, with or without notice to Users. Users agree that Qroople (Pty) Ltd will not be liable to any User in the event that it chooses to suspend, modify or terminate this Website.

## **17. APPLICABLE LAW**

These terms shall be solely and exclusively governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

## **18. SEPARATE AND SEVERAL**

If any of these terms or conditions are held by a court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, then such terms or conditions will be regarded as severable and will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

## 19. INFORMATION DISCLOSURE

The following information of ourselves is disclosed in terms of section 43 of the Electronic Communications and Transactions Act, No. 25 of 2002:

19.1	Full name and legal status:	Qroople (Pty) Ltd, a private company incorporated under the laws of the Republic of South Africa
	Reg. Nr.:	2018/294368/07
	Main business:	Website trading platform
	Physical address:	39 Carl Cronje Drive; Tyger Valley; Cape Town; 7530; South Africa
	(to be used for all legal service)	
	Postal address:	P.O. Box 3055; Tyger Valley; Cape Town, 7536; South Africa
	Telephone number:	+ 27 (0)21 974 6149
	Facsimile number:	+ 27 (0)21 974 6101
	Email address:	info@qroople.com
	Website address:	www.qroople.com

Last updated: See website