

Website Terms & Conditions for www.edpfacademy.app

WEBSITE TERMS AND CONDITIONS OF USE RELATING TO EDPF PROPERTY HOLDINGS (PTY) LTD

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of EDPF Property Holdings (Pty) Ltd’s (Registration Number: 2017/081921/07) (“Provider”) website located at the domain name (“www.edpfacademy.app”). By accessing and using the Website, the User agrees to be bound by these Terms and Conditions. The content of this Website is proprietary to the Provider and / or otherwise utilized in terms of a written license agreement entered between the Provider and the proprietor of such content. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the Website for marketing and /or any other purposes without the prior consent of the Provider.

CONTRACTUAL CAPACITY TO ACT

The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter and be bound by these Terms and Conditions. Where the User acts on behalf of a juristic person, the User agrees to bind himself / herself as surety and co-principal debtor with such juristic person for the due performance of the juristic person’s obligations in terms of these Terms and Conditions. Notwithstanding the foregoing, the User (where he/she acts on behalf of a juristic person) warrants that he / she has the necessary authority and capacity to enter into and bind the juristic person to these Terms and Conditions.

ELECTRONIC COMMUNICATIONS

By using this Website or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and that such transmission constitutes proper notice to the User.

PERSONAL INFORMATION

The User consents to the processing of the personal information submitted by the User in its application or booking form or otherwise filled in by the User on this Website: (“the Personal Information”) together with the following:

1. The User’s name, address, phone number, credit/debit card details and email address;
2. IP address;
3. The web browser utilised by the User;
4. language settings;
5. geographical data;
6. search preferences;
7. Information required to identify a mobile or other electronic device used by the User, including the device ID and location; and
8. reviews regarding services available on the Provider’s Website.

The Personal Information will be processed by the Provider, pursuant to and for the following purposes:

1. verifying the identity of the User;
2. entering into and concluding an agreement with the User;
3. sharing such information with third parties who require same in respect of the Know Your Client (KYC) and Anti Money Laundering (AML) processes required by law on the User;
4. verifying the credit worthiness and credentials of the User;
5. transmitting and receiving necessary correspondence to the User in relation to the services offered on this Website;
6. facilitating delivery of the services to the User;
7. processing payments, refunds and the like in respect of any purchases or investments made by the User or services rendered to him / her by the Provider or the Provider's partners, contractors or third-party service providers;
8. transmitting marketing material to the User in respect of products or services sold by the Provider or the Provider's partners, contractors or third-party service providers;
9. performing website analytics, such as impression reporting, demographic reporting and interest reporting to improve the Provider's services;
10. maintaining and improve the Website and tailoring the User's experience;
11. employing security safeguards in relation to the User's use of the website; and
12. exercising any legal right or obligation accruing to the Provider or the Provider's partners, contractors or third-party service providers

Failure by the User to submit the requisite personal information will render the Provider unable to deliver the products to the User.

COOKIES

WHAT ARE COOKIES?

Cookies are text files sent by the Website or the Provider to the Users' device, which are then resent to the Website when the User visits the Website again. Each cookie is unique. Some cookie functions may be delegated to other technologies. In this document, the term "Cookie" includes a reference to both the cookies themselves and to other similar technologies. Cookies make it possible to store information regarding the User's preferences such as pages visited by the User and the activities conducted during the visit to the Website.

ACCEPTING OR REJECTING COOKIES

By accessing and using the Website, the User accepts that Cookies will be set and collected by the Provider or at the Provider's instance. Where the User refuses to accept these Terms and Conditions and abandon the Website, any cookies stored in the User's browser or device will remain thereon but will no longer be read or used by the Provider until the User accepts these Terms and Conditions.

SECURITY SAFEGUARDS

The Provider shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of personal information in its possession in order to guard against:

1. loss of, damage to or unauthorised destruction of personal information; and
2. unlawful access to or processing of personal information

The Provider shall not however be held responsible and the User agrees to indemnify and hold harmless the Provider for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the Website), which may arise as a result (without limitation) of the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

UPDATING OF THESE TERMS AND CONDITIONS

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

LIMITATION OF LIABILITY

The Website and all content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and based on information made available to the Provider by various third parties. As such the information may contain inaccuracies or typographical errors. The Provider makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither the Provider, its directors, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, in relation to the services offered on the Website or agreements entered into with third parties or the accommodation taken up by the User in consequence of this Website.

CASUAL SURFING

The User may visit the Website without providing any personal information. The Website servers may in such instances collect the IP address of the User's computer or other electronic device, but not the e-mail address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve content thereon. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

GOVERNING LAW

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the any High Court with jurisdiction for purposes of resolving any dispute

any connection with the use of this Website. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User about the use of the Content and this Website.

COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002

In compliance with section 43 of Electronic Communications and Transactions Act, Provider draws your attention to the following information relating to it:

1. Full name and legal status – EDPF Property Holdings (Pty) Ltd (Registration Number: 2017/081921/07. A private company duly registered and incorporated in accordance with the company laws of the Republic of South Africa
2. Physical address and telephone number: 4th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7800
3. Telephone: 073 599 3518
4. Website address: www.edpfacademy.app
5. e-mail address: info@edpf.co.za
6. Registration Number: 2017/081921/07
7. Director: Nigel Adriaanse
8. The physical address where the Provider will receive legal service of documents:
9. Main characteristics of the services offered by the Provider being access to its Property Education Platform (EDPF Academy) and Crowdfunding Platform (EDPF Crowdfund)
10. Pricing on products are as stated on the Website and service level agreements and are subject to change at any time. All prices exclude VAT.
11. Payments terms are: Prepaid and post-paid-services depending on the service level agreements.
12. Terms of agreement and refund policy are:
 1. The User is allowed to cancel its contribution to the **EDPF Property Academy** within 72 (seventy two) hours of registration or, once fully registered, give one months' notice of cancellation should the User decide to no longer continue on the Academy Platform. Any further deductions to be made will forthwith be cancelled by the Provider and the User will have no further obligations toward the Provider for the Academy Service.
 2. The User is allowed to cancel its contribution to the **EDPF Crowdfund Platform** within 72 (seventy two) hours of registration should the User decide to no longer continue on the Crowdfund Platform within this limited cancellation period. The Provider will, within a further 72 (seventy Two) Hour period, from the time of cancellation by the User, refund the User the full amount invested less any costs incurred by the Provider (including but not limited to charges by any of the Providers' services providers and any administrative costs incurred by the Provider). Neither party will have any further claims or obligations toward each other and no further deductions will be made from the Users' account subsequent to such cancellation. If, after a period of 72 (seventy two) hours of making said contribution, the User does not cancel the contribution, the User will have no claim against the Provider as the User will be fully invested in the underlying investment made by the User.

13. The time within which the services will be rendered – Services are electronic and are charged on a pay-as-you-use basis.
14. The manner and period within which the User can access and maintain a full record of the transaction - Transaction histories are available for a period of three years.
15. The return, exchange and refund policy of the Provider – Services rendered cannot be reversed if not cancelled within the stipulated period of 72 (seventy two) hours due to the nature of the services.
16. The security procedures and privacy policy of that supplier in respect of payment, payment information and personal information –
 1. EDPF Property Holdings (Pty) Ltd is committed to safeguarding the privacy of your information. By 'your information' we mean any information about you which you or third parties provide to us.
 2. We will not disclose personal information to anyone without your permission unless we are compelled to do so by law or in terms of a court order; it is in the public interest to do so; it is necessary to protect our rights.
 3. Whenever we commission other organisations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our customers' personal information to perform such services. Our website may contain links to or from other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the security or privacy practices employed by other sites. We recommend that you always read the privacy and security statements on such sites.
 4. Provided that you have agreed to this, we may use your personal or other information to send you information on new services or products that may be of interest to you and from time to time will mail, email or SMS information to you about us, our products and services, or our partners and their products or services. If you do not wish to continue receiving this information you may contact EDPF Property Holdings (Pty) Ltd at info@edpf.co.za and we will remove you from our mailing list.
 5. We will ensure we have appropriate physical and technological security measures to protect your information regardless of where it is held.
 6. We reserve the right to amend this privacy and security statement at any time. All amendments to this privacy and security statement will be posted on the website. Unless otherwise stated, the current version shall supersede and replace all previous versions of this privacy and security statement.