

TERMS AND CONDITIONS

INTERPRETATION

- 1.1. The clause headings contained herein have been inserted for convenience only and are not to be taken into consideration in the interpretation of these terms and conditions.
- 1.2. Words and expressions defined in any clause will, for the purposes of the contract, bear the meaning assigned to the words and expressions in that sub-clause.
- 1.3. Any reference to the singular includes the plural and vice versa.
- 1.4. Any reference to one particular gender includes the other gender.
- 1.5. Any reference to the natural persons includes a legal person and vice versa.

DEFINITIONS

- 2.1. **"Addendum"**: any documentation annexed to the application or instructions forms and these terms and conditions that expand on the services, including, without limitation to pricing, listing and service level agreements together with any policy documents hosted on Xpello's website.
- 2.2. **"Application"**: collectively any application completed manually, per email, application interface, on a mobile, tablet, other smart devices, through which Xpello makes its services available to the applicant. It further includes documents annexed to these terms and conditions or the application form, which specifies the particulars of client and the services.
- 2.3. **"Client"**: applicant who applies for Xpello's service as set out in the application form and has been accepted. The Applicant can be a Landlord or its agent or an Agent as a value add product for the owner.
- 2.4. **"Consumer Protection Act"**: the Consumer Protection Act 68 of 2008, as amended.
- 2.5. **"Disconnection Application"**: application to a Court, with the necessary jurisdiction for the disconnection of electricity or any other service, which the owner and or tenant is liable for, in terms of the lease agreement or Body Corporate rules and the limitation of water, from date of issue until the granting of the order.
- 2.6. **"Effective date"**: the date the Applicant is advised the application has been accepted and furnished with a client number.
- 2.7. **"Eviction"** refers to an application in terms of the Prevention of Illegal Eviction, of Unlawful Occupant from Land's Act 19 of 1998 or an eviction in terms of Common Law, to a Court with the necessary jurisdiction, from date of issue to date of Court Order being granted for the eviction.
- 2.8. **"Instruction"**: includes the instruction from and all annexures required in order to proceed with an eviction.
- 2.9. **"Landlord"**: any natural person/s or juristic entity leases or rents the property to a tenant in terms of the lease agreement.
- 2.10. **"Lease Agreement"** a written agreement entered between a Tenant and a Landlord or his/her/its authorized agent for the lease of a Property.
- 2.11. **"Legal Fees"**: legal fees and disbursements incurred through the legal process and on a scale of attorney-and- own client.
- 2.12. **"National Credit Act"**: the National Credit Act 34 of 2005, as amended. This agreement however does not constitute a credit agreement.
- 2.13. **"Personal Information"**: means and includes your IP address, cookie information, page logs, name, surname, identity number, passport number, date of birth, nationality, citizenship, signature, email address, mobile phone number, physical address, bank account details, employment status, occupation, period of employment, gross monthly salary, date of payment of your salary, employers name, employment address, employers contact number, employers email address, current monthly expenses, credit history, renting history, marital status, spouses name, spouses surname, spouses identity number, spouses mobile phone number, previous landlord's contact number, previous landlord's email address and any additional information which may be required from time to time in order for Xpello to provide the Services or as required for purposes of fulfilling any of the terms of these Terms and Conditions of Service or for any purpose required by law.

- 2.14. **"Person in charge"**: a person who has or at the relevant time had legal authority to give permission to a person to enter or reside upon the land in question.
- 2.15. **"Property"**: a house, apartment, flat, townhouse, land or other residential immovable, commercial and industrial property which leased or rented to a Tenant
- 2.16. **"Property Charges"**: rates and taxes, electricity, water, levies and any other fees or charges that may be imposed by a municipality, local authority, property developer, or body corporate of a sectional title scheme, for the use of a Property.
- 2.17. **"Protection of Personal Information Act"**: Protection of Personal Information Act 4 of 2013, as amended.
- 2.18. **"Rental"**: consideration sounding in money payable monthly by a Tenant for the exclusive use and enjoyment of a Property, as contemplated in the Lease Agreement.
- 2.19. **"Rental Housing Act"**: the Rental Housing Act 50 of 1999, as amended.
- 2.20. **"STSMA"**: the Sectional Title Schemes Management Act 8 of 2011.
- 2.21. **"Services"**: the management of the eviction, disconnection and collection process on behalf of the client. Xpello will ensure that the eviction, disconnection and/or collection be instituted on behalf of owner, by an Attorney's firm specializing in eviction, and/or property law and/or collection, in the necessary jurisdiction, and will ensure that all legal fees will be paid on behalf of the client from date of instruction to date of the order being granted, and warrant be issued, or as set out in the Service Level agreement between the parties.
- 2.22. **"Service Charges"**: the fees and charges, whether fixed or relative, which Xpello charges, its clients from time to time, and which are specified under clause 5 of these Terms and Conditions of Service.
- 2.23. **"Signature Date"**: the date of signature of the last signing party hereto.
- 2.24. **"Site"**: www.Xpello.co.za and any other websites through which Xpello makes its services available.
- 2.25. **"Term"**: from date of application until the such date, the agreement is cancelled by either party, or until such time the tenant no longer resides in the property in terms of the lease agreement and Xpello was advised of this, or when the lease agreement was cancelled and the eviction process has been instituted, or when the Client failed to make payment of Xpello's services Charges within 14 days of due date.
- 2.26. **"Tenant"**: any natural or juristic person or persons who have been granted temporary and exclusive use and enjoyment of land or a part of a building in exchange for rental in terms of the written lease agreement.
- 2.27. **"This Agreement"**: mean the application form, instruction form, service level agreement and/or this terms and conditions and any annexures.
- 2.28. **"Vetting"**: is the process of performing a background check on the applying Lessee, which includes but not limited to PPN/ Payprop check, other credit bureau, contacting the Landlord before the previous Landlord, if did not have such a Landlord the last Landlord, assessing affordability before accepting the application of the Lessee.
- 2.29. **"Xpello"**: Xpello SA (Pty) Ltd (registration number: 2017/198659/07), a private company duly incorporated and registered in accordance with the laws applicable in the Republic of South Africa, and the owner of the Site and Application and provider of the Services.

APPOINTMENT

- 3.1. Once Xpello has accepted the Client's application for its services, based upon the information provided to Xpello the Client may be required to comply with different obligations.
- 3.2. The Client agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. If any of the information supplied changes, you are obliged to notify Xpello of the changes, in order for the client's account to be updated.
- 3.3. The site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.
- 3.4. Client hereby confirms, on receiving acceptance of the application, that client appoints Xpello, who accepts such appointment, to provide the

services from the effective date, on the terms and conditions set out herein.

- 3.5 Client hereby consents and authorises Xpello or any third party nominated by Xpello to perform a credit check on Client as Xpello, in its sole discretion, deems necessary.
- 3.6 Client acknowledges and agrees that provision of the service shall be subject to appropriate credit approval and technical feasibility both of which shall be at the sole discretion of Xpello.

DURATION

- 4.1 The agreement will be in force and effect, for every month the lease agreement between the client and the tenant is in force and effect or until such time this agreement is terminated by either party to the agreement with a month's notice.
- 4.2 Should the tenant vacate and terminate the lease agreement, then this agreement will terminate, on condition that the Client advised Xpello that the tenant has vacated and the lease is no longer in place. Should the Client fail to advise Xpello timeously, the Client will remain liable towards Xpello for the monthly service fee until such time Xpello has been advised and the Client will not be able to reclaim any of these payments made.
- 4.3 Should the lease agreement be cancelled, this service agreement will terminate.
- 4.4 Xpello will be entitled to limit, suspend or cancel this agreement:
- 4.4.1 should the Client not make payment of the monthly fee, on the agreed date; or
- 4.4.2 if the Client fails to comply with these Terms and Conditions of Service, or
- 4.4.3 in accordance with Xpello's rights under these Terms and Conditions of Service, or
- 4.4.4 following a background screening process undertaken by Xpello which results in an unfavourable outcome for the Client,
- 4.5 The agreement will be suspended should the Client fail to make payment on the due date. The Client will be granted 14 days to make payment, to re-instate this agreement and proceed with normal. Should the Client make payment after 14 days of the due date, the agreement will be re-instated, on condition that none of the terms of the lease agreement changed. The Client, however, will again be liable for the additional payment as required in clause 5.2 for the first four months after reinstatement.
- 4.6 If Xpello suspend or terminate the Client's membership for any reason whatsoever arising from Xpello's rights in these Terms and Conditions of Service, the Client agrees that a new application with regards to the same lease agreement will not be submitted.

FEES, CHARGES AND PAYMENT

- 5.1 Client shall pay to Xpello the fees and charges in respect of the service:
- 5.1.1 monthly, in advance, the fixed service fees as set out in this agreement; and
- 5.1.2 Value Added Tax (VAT) at the applicable rate will be charged on all amounts once Xpello is registered for VAT;
- 5.1.3 by way of a debit order drawn against a South African bank account or a MasterCard or VISA credit card in the case that Client grants authorisation for such debit order on the application form; or
- 5.1.4 where authorised by Xpello, by way of electronic funds transfer directly into Xpello's bank account. The onus of proof of payment shall always vest on Client.
- 5.2 The Client might be required to pay an amount up to R7000.00 over and above the monthly service charge or any other amount as agreed between the parties, within the first four months of being a client or of renewal of the lease agreement, should the Client require Xpello to proceed with its service, and on renewal.
- 5.3 Client acknowledges that all fees and charges due to Xpello will be payable in local currency, free from deduction or set-off, of any amount of whatsoever nature or for whatsoever reason. Client shall not be entitled to defer or withhold any payment due to Xpello by reason of any alleged claim for losses or damages, howsoever arising or non-performance by Xpello.
- 5.4 Client agrees that Xpello shall be entitled from time to time to increase or vary the charges payable by client to Xpello in respect of service. Xpello shall furnish client with 30 (thirty) days' written notice of any such increase or variation of fees. Should the Client object in

writing to the proposed fee increase before its effective date, and failing an agreement between the parties, the Client shall be entitled to terminate this agreement in terms of clause 4.

- 5.5 Xpello's monthly tax invoice shall serve as prima facie proof of the amounts owed by client to Xpello in terms hereof and of any other facts stated therein and should the Client dispute services rendered by Xpello, then the Client shall bear the onus of proving that Xpello's tax invoice is incorrect in such respect.
- 5.6 Non-receipt of invoices by Client for any reason whatsoever shall not be regarded as a valid reason for late or non-payment.
- 5.7 Should any debit order be returned unpaid or stopped for any reason or should Xpello exercise its right to suspend the provision of service due to late or non-payment of any monies due in terms hereof by Client, then the Client shall pay an administrative charge equivalent to R30.00 for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand by Xpello.
- 5.8 In the event of the Client requesting to pay for the services via EFT or any debit order being unpaid or credit card transaction failing or resulting in a chargeback or the Client failing to inform Xpello timeously of its new credit card or bank account then Xpello reserves the right, in its sole and absolute discretion, to terminate the agreement.
- 5.9 Any amount falling due for payment by the Client to Xpello in terms of or pursuant to this agreement, which is not paid on due date, will suspend the services to the Client immediately. Such suspension shall be without prejudice to any of the rights of Xpello that have accrued prior to the date of suspension. The lease agreement will be reinstated should payment be made as set out in clause 4.5 above.
- 5.10 Client agrees and acknowledges that a certificate given under the hand of a manager or director of Xpello, whose status and authority need not be proved shall be considered prima facie proof of the amount due and payable to Xpello for any legal proceedings of whatsoever nature.
- 5.11 Client must ensure that the correct payment reference is used when making a payment via EFT for Xpello to allocate the Client's payment to his/her account. Xpello will not consider a payment as received until it has been allocated.

DEBIT ORDER AUTHORITY

- 6.1 Xpello may directly debit the bank account in terms of the mandate attached hereto, if you elect the debit order service as your preferred payment option.
- 6.2 You hereby instruct and authorise Xpello to draw against the Client's account with the bank whose details have been provided to Xpello (or any other bank or branch to which the Client may transfer his/her account) the agreed service fee on the day elected in the schedule. All such withdrawals from the Client's bank account by Xpello shall be treated as though they had been signed by the Client personally. Client hereby authorise Xpello to verify the Client's bank account details with his/her bank.

OBLIGATIONS OF CLIENT

- 7.1 Client shall provide Xpello with whatever information, assistance or co-operation is required for Xpello to render the service in terms of this agreement.
- 7.2 Client shall designate in writing an authorised representative to whom Xpello will report and from whom it may obtain instructions.
- 7.3 Client hereby confirms the undertaking given in the application, that the vetting as defined in this agreement, was done before the lease agreement, subject to this agreement was entered into.
- 7.4 Client shall seize any actions once a matter has been handed over to Xpello to proceed with the eviction, alternatively may not proceed with any legal action prior to the consent obtained from Xpello to ensure the eviction process is not prejudiced.
- 7.5 Client may not act in any manner or take any action outside of those actions lawfully permitted under the Lease Agreement or in law. If Client take any action which may be in violation of the law, including (but not limited to) the spoliation of the Tenant's right of use and enjoyment of the Property, then Xpello may, in its absolute discretion and without any notice to the Client:
- 7.5.1 cancel this agreement and the Client's rights to services in terms of this agreement, and

- 7.5.2 hold the Client liable to Xpello for any damage or losses suffered; and
- 7.5.3 withhold any payment which is due to the Client under this Terms and Conditions of Service and utilise the amount withheld to satisfy the losses or damages sustained by Xpello.

OBLIGATIONS OF XPELLO

- 8.1 Xpello shall provide the service on the terms and conditions stipulated herein and shall comply with all reasonable requests of the Client (via the client representative) from time to time.
- 8.2 Xpello shall not issue any press release, make or publish any public statement or other communication in each case relating to, connected with or arising out of this agreement or the rendering of the service, nor use the service provided to advertise any of its services or products, without the prior written consent of Client.
- 8.3 Xpello shall appoint attorneys, who specialize in evictions, property law or any other respective areas in law, required to perform the services.
- 8.4 Xpello is entitled to decline to proceed with the service in terms of this agreement should the Client have failed to comply with any of the clauses contained in this agreement, or failed to furnish the full and correct information with regards to the vetting process of the tenant.

LIMITATION OF LIABILITY

- 9.1 Except for any deliberate act or gross negligence on the part of Xpello, it's agents, and except as otherwise expressly provided herein to the contrary, Xpello shall not be liable to the Client or any third party for any loss or damage (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings) of whatsoever nature or for any costs, claims or demands of any nature whether asserted against Xpello or against the Client by any party arising directly or indirectly out of the Xpello's service or suspension or out of any information or materials provided or not provided, as the case may be, by or from their use.
- 9.2 Subject to clauses herein the entire liability of Xpello, and Client's exclusive remedy for damages from any cause related to or arising out of this agreement, regardless of the form of action, whether in contract or in delict, will not exceed the average aggregate of the fees and charges paid by Xpello to the Client under this agreement over the continuous period of the 6 (six) months directly prior to such claim being instituted.

CESSION

- 10.1 The Client hereby cedes all legal costs granted, in any legal proceedings instituted on instructions of Xpello on behalf of the Client to Xpello.
- 10.2 The Client acknowledge that it will still be liable for any cost orders that might be granted against the Client during legal proceedings.

CONFIDENTIALITY AND PROPRIETARY PROTECTION

- 11.1 The parties hereto shall to the extent necessary exchange such proprietary or confidential information as is reasonably necessary for each to perform its obligations and exercise its rights under this agreement.
- 11.2 All information relating or pursuant to this agreement provided by either party to the other, whether oral or written, and whether or not identified as confidential or proprietary, is hereby deemed to be confidential and proprietary information. As such, each party hereto shall share such proprietary information in the strictest of confidence and shall not use such information for any purpose other than as contemplated in this agreement.
- 11.3 This clause will survive the termination of this agreement.
- 11.4 Once the Client visit the Xpello's site the Client is not anonymous to Xpello. Aside from the Personal Information the Client provide Xpello, Xpello automatically receive and record information on it's server logs from the Client's browser, including an IP address, Xpello's cookie information, and the page requested. Cookie information may be used to improve the site and monitor its performance. Xpello may use cookies to save the Client's session validators on his/her browser and hard drive.
- 11.5 The Client agrees that Xpello may collect and store his/her personal information via the site and the Application. The Client may also

provide Xpello with his/her personal information such as his/her name, email address, or contact details by the Client's use of the site or application, for example when you submit a request for Xpello to contact the Client or if the Client subscribe to a mailing list.

- 11.6 The amount and type of personal information that Xpello collect from the Client, depends on the nature of his/her interaction with Xpello. Xpello only collect the Client's personal information to the extent that it is necessary or appropriate to fulfil the purpose of the Client's interaction with Xpello.
- 11.7 Xpello do not disclose personal information other than as described below. The Client can always refuse to supply his/her personal information to Xpello, however this may prevent the Client from engaging in certain activities on the site or application or receiving certain services from Xpello.
- 11.8 Xpello only disclose the Client's personal information to those of it's employees, agents, contractors and affiliated organisations that (i) need to know the information to process it in order to provide the services, and (ii) that have agreed not to disclose it to others.
- 11.9 Xpello will not rent or sell the Client's personal information to anyone. Other than to Xpello's employees, contractors, agents and affiliated organisations, as described above, Xpello only disclose the Client's personal information when required to do so by law, or when Xpello believe in good faith that disclosure is reasonably necessary to protect it's property or rights, or the property and rights third parties or the public at large.
- 11.10 If the Client send Xpello a request (for example via a support email or via one of Xpello's feedback mechanisms), Xpello reserve the right to publish it to help it clarify or respond to Client requests or to help Xpello support other users.
- 11.11 Xpello take all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of Client's personal information.
- 11.12 The Client should be aware that other web sites visited before entering Xpello's site might place personal information within his/her URL during a visit to it, and Xpello have no control over such web sites. Accordingly, a subsequent web site that collects URL information may log some personal information.
- 11.13 If Xpello undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, Xpello may assign it's rights to the personal information it processes to a successor, purchaser, or separate entity. Xpello will notify Client of the transfer and the Client choose to modify his/ her personal data at that time. If the Client is concerned about the migration of his/her personal information to a new owner, the Client may terminate the services as set out above.
- 11.14 Xpello may disclose the Client's personal information to designated third parties to resolve or investigate abuse complaints. Xpello may release Client's personal information to the extent necessary to assist in attempting to block his/her abuse or to complain to it's Internet Service Provider about Client's suspected abuse.

BREACH

- 12.1 Unless otherwise inconsistent with any other provision of this agreement, in the event of either party committing a breach of any of the provisions of this agreement, then the party which is not so in breach (hereinafter referred to as "the aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 7 (seven) days of receipt thereof the aggrieved party shall be entitled to cancel this agreement or to claim specific performance, in either event without prejudice to the aggrieved party's rights to claim damages. The aforesaid is without prejudice to such other rights as the aggrieved party may have at law.
- 12.1.1 In the event the CPA is applicable 20 (twenty) business days will be required everywhere 7 days is referred to.
- 12.2 Either party shall be entitled, but not obligated, to terminate this Agreement upon 7 (seven) days prior written notice in one or more of the following circumstances:
- 12.2.1 in the event of a party committing an act of insolvency;
- 12.2.2 in the event of a party to the contract taking any steps to reach a compromise with or to make an offer of compromise to any of its creditors;

- 12.2.3 in the event of a party effecting a transfer of its estate to any third party;
- 12.2.4 In the event of a party being placed in liquidation or under judicial management (whether provisionally or finally);
- 12.3 Client may not act in any manner or take any action outside of those actions lawfully permitted under the Lease Agreement or in law. If you take any action which may be in violation of the law, including (but not limited to) the spoliation of the Tenant's right of use and enjoyment of the Property, then Xpello may, in its absolute discretion and without any notice to the Client:
 - 12.3.1 cancel this agreement, and/or
 - 12.3.2 hold the Client liable to Xpello for any damage or losses suffered; and/or
 - 12.3.3 withhold any payment which is due to Client under this Terms and Conditions of Service and utilise the amount withheld to satisfy the losses or damages sustained by Xpello
- 12.4 If Xpello terminates this agreement or if Client repudiates the agreement at any time after signature of this agreement; Xpello shall be entitled to:
 - 12.4.1 claim all outstanding monies as on the date of repudiation and/or termination of this agreement, whether or not such monies are then due, owing and payable;
 - 12.4.2 treat all outstanding amounts as immediately due and payable which would have become due and payable over the balance of the period which has not expired in terms of the agreement;
 - 12.4.3 immediately suspend and/or terminate the service provided to the Client in terms of this agreement, Client consenting to such termination under these circumstances and that the termination of the service not amounting to an act of spoliation;
 - 12.4.4 claim any and/or all damages that Xpello might incur as a direct and/or indirect result of Client's repudiation and/or breach of this agreement;
 - 12.4.5 claim the costs of any legal proceedings instituted against Client in any court of law on a scale as between attorney and own client, irrespective as to whether summons has been issued or not; and/or

JURISDICTION

- 13.1 Notwithstanding the provisions of clause 1112 above, Xpello shall be entitled in its sole and absolute discretion to institute any action against the Client in any court having jurisdiction and the Client hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all legal proceedings connected with this agreement, notwithstanding that the amount of the matter in dispute exceeds the court's jurisdiction.
- 13.2 Notwithstanding the foregoing, Xpello is entitled to institute proceedings against the Client in the division of the High Court having jurisdiction in the matter.

DOMICILIUM AND NOTICES

- 14.1 The parties choose *domicilium citandi et executandi* ("domicilium") for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process, as follows:
 - 14.1.1 Xpello: SSLR Inc, 1st Floor, Island House, Constantia Office Park, Weltevreden Park.
 - 14.1.2 Client: the physical and/or email address set out on the Application form.
- 14.2 The parties shall be entitled from time to time, by giving written notice to the other, to vary its:
 - 14.2.1 physical domicilium to any other physical address;
 - 14.2.2 to vary its postal domicilium to any other postal address; and
 - 14.2.3 to vary its facsimile or email domicilium to any another facsimile number or email.
- 14.3 Any notice given or payment made by either party to the other ("addressee") which is:
 - 14.3.1 delivered by hand/ email or facsimile between the hours of 09h00 and 17h00 on any business day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery;
 - 14.3.2 posted by prepaid registered post to the addressee's postal domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the fourth day after the date of posting.

- 14.4 This clause shall not operate so as to invalidate the giving or receipt of any written notice that is actually received by the addressee other than by a method referred to in this clause.
- 14.5 Any notice in terms of or in connection with this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

MISCELLANEOUS MATTERS

- 15.1 The parties agree that the terms and conditions of this agreement are the result of negotiations between them and that this agreement shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this agreement.
- 15.2 No agreement amending, adding to, deleting, varying or cancelling this agreement, including this clause shall be effective unless reduced to writing and signed by or on behalf of all the parties.
- 15.3 No waiver by a party of any of its rights under this agreement, including this clause shall be effective unless reduced to writing and signed by or on behalf of such party.
- 15.4 No indulgences granted by a party in favour of the other party shall constitute a waiver or abandonment of any of the party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any of the rights against any other party which may have arisen in the past or which may arise in the future.
- 15.5 The agreement shall be binding on the parties hereto and their respective successors and assigns.
- 15.6 Neither party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of the agreement without the prior written consent of the other party except that Xpello may assign its rights and obligations under the agreement without the approval of Client to an entity which acquires part, all and/ or substantially all of the assets of Xpello provided that in no event shall such assignment relieve Xpello of its obligations under the agreement.
- 15.7 The relationship between the parties hereto shall not be that of partners. Nothing herein contained shall be deemed to constitute a partnership between them, merge their assets, or their fiscal or other liabilities or undertakings. The common enterprise between the parties shall be limited to the express provisions of this agreement. Nothing herein contained shall allow a Party to act as an agent of any other party.
- 15.8 Any costs, including attorney and own client costs and collection commission, incurred by a party arising out of the breach by any other party of any of the provisions of this agreement shall be borne by the party in breach.
- 15.9 Xpello and Client undertake to perform any obligations required by statutory regulations, any questions or legal proceedings arising out of these Terms and Conditions of Service will be decided according to the laws of the Republic of South Africa.
- 15.10 Despite anything to the contrary in this Terms and Conditions, Xpello have the right to do all things necessary or appropriate to comply with the provisions and requirements of any legislation or regulatory authorities.

SIGNATURE

- 15.11 These Terms and Conditions of Service ("Agreement") will be signed electronically and in accordance with section 13 of the Electronic Communications and Transactions Act 25 of 2002. Any electronic signature, whether the name of either party, or digital signature, or representation of the physical signature of the respective Party, as the case may be, shall bind the parties to this Agreement as if the Agreement was concluded and signed physically, and the date stamp as digitally assigned by a user device, software, application, or server, as determined by Xpello, shall be deemed to be the date of signature of this Agreement.

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute the same Agreement as at the date of signature of the Party last signing one of the counterparts.

FORCE MAJEURE

- 16.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement resulting from any cause beyond the reasonable control of that party,

including without limitation, acts of God, civil commotion, riots, insurrection, lock-outs, acts of government, fire, theft, explosion, the elements, epidemics, governmental embargoes or like causes, the party so affected shall be relieved of its obligations hereunder during the period of such obstruction, but only to the extent of the obstruction, and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage of any nature whatsoever, whether general, special or consequential, which the other party may suffer as a result, provided that written notice shall within 48 (forty eight) hours of the first occurrence of the obstruction be given of to the other party, unless the obstruction renders such notice impossible.

- 16.2 The parties hereby agree that should this obstruction last more than 30 (thirty) days, the party who has not invoked force majeure may terminate this agreement on notice to the other party.

ENTIRE AGREEMENT

- 17.1 This agreement constitutes the entire agreement between Xpello and Client relating to the subject matter hereof, notwithstanding anything in Client's enquiry, specification, acceptance, order or other documentation to the contrary. If there shall be any provision of any addendum, which conflicts with any provision of these terms and conditions, unless agreed to the contrary, the latter shall prevail.
- 17.2 Xpello may, for transparency or fraud prevention or detection purposes, or for the purposes of screening and validating your risk profile, directly or through third parties use your existing personal information or request additional personal information from the Client, or undertake additional checks and processes designed to help verify or check the Client's personal information against third party databases or other sources. Xpello will not make any representations about, confirm, or endorse the Client's identity or background to any third party unless required to do so under applicable law.
- 17.3 Client agrees that the use of Xpello's services may be limited upon completion of the screening process and validation of the Client's risk profile.
- 17.4 Xpello is not responsible for the method of assessment used or the credit score awarded to Client or his/her Tenant as a result of a General or Tenant Screening. Xpello do not warrant the accuracy of any information provided to Xpello a Tenant, Landlord or third party which may be used in or derived from a General or Tenant Screening. Xpello will not be liable for any losses or damage caused to Client as a result of an unfavourable finding.
- 17.5 Xpello reserve the right, at it's sole discretion, to modify or terminate the Services or to vary these Terms and Conditions of Service at any time and without prior notice.
- 17.6 If Xpello vary these Terms and Conditions of Service, Xpello will post the variation on the Site or via the Application and/or provide with Client notice of the variation by email. Xpello will also update the "Last Updated" date at the top of these Terms and Conditions of Service.
- 17.7 Changes to the Terms and Conditions of Service will be effective at the time of posting and shall be of force retrospectively. Client's continued use of the Services will constitute acceptance of the revised Terms and Conditions of Service.
- 17.8 If the varied Terms and Conditions of Service contain material changes applicable to Client (by decreasing your rights or increasing your responsibilities), Xpello will provide Client with notice prior to the changes taking effect.
- 17.9 If the varied Terms and Conditions of Service are not acceptable to Client, his/her only recourse is to cease using the Services and terminate this agreement. If Client does not cancel the agreement, it will be deemed that the Client accepted the changes.

SIGNED AT _____ ON THIS ____ DAY OF _____ 2019

Client



EVICION AND PROPERTY INVESTMENT
PROCESS MANAGEMENT SOLUTIONS