

TERMS & CONDITIONS

These terms and conditions shall govern all contracts entered into for the provision of services by Rocksolid to the Customer, as well as the use of Rocksolid's Website by all persons and entities.

1. Definitions

Contract:	The Order or Quotation acceptance submitted to Rocksolid by the Customer through the Website, or a written order sent by email, fax, post or other means, once accepted by Rocksolid and once payment of the Fee has been made by the Customer, will be a legally binding contract between Rocksolid and the Customer read together with these terms and conditions.
Customer:	Any person accessing any part of the Website and/or making use of the Service offered on the Website (excluding links to external sites), including persons or entities that authorised such person to do so on their behalf.
CPA:	The Consumer Protection Act No. 68 of 2008, as amended.
Desktop Service:	The performing of the Service by Rocksolid without verification of previous information furnished or obtained by the Surveyor in the course of rendering the Service, for example a physical on-site inspection of the Property.
ECTA:	The Electronic Communications and Transactions Act No. 25 of 2002, as amended.
Fee:	The full monetary amount payable by the Customer, for the Service to be rendered by Rocksolid.
Rocksolid:	Rocksolid Risk & Maintenance Management is a division of Mirabella Network (Pty) Ltd, a private limited liability company, registered according to the laws of the Republic of South Africa, with registration number 2020/760600/07, having its principal place of business at Shere Grace 7, Struben Road, Shere, Pretoria, Gauteng, 0084, the owner of the website and provider of the Service.
Order:	The instructions submitted by the Customer when requesting the Service by way of completing the Order form or by accepting a Quotation.
Order Confirmation:	The confirmation of receipt of the Order, pursuant to which the Service will be rendered following receipt of payment of the Fee.

POPIA:	The Protection of Personal Information Act No. 4 of 2013, as amended.
Property:	The land and/or building or other movable or immovable assets to be assessed by Rocksolid, as requested by the Customer.
Quotation:	The communication generated from the information provided on the request for quotation which reflects the Fee for the Service.
Service:	The provision of property valuations, long-term maintenance plans, and related services, including services offered by our contracted third-party contractors, to the Customer, including a physical on-site survey of the Property by a surveyor, candidate valuer, professional associated valuer, professional valuer or quantity surveyor, as described on the Website.
Surveyor:	The surveyor, candidate valuer and/or professional associated valuer and/or professional valuer and/or quantity surveyor allocated by Rocksolid to survey the Property for the purpose of conducting the Service.
Value-added click options:	The value-added products and request for Quotation links considered by Rocksolid as potentially being of interest to the Customer and displayed by Rocksolid on the Website.
Website:	The website, including the content therein, used to advertise the Service, proprietary to Rocksolid (www.rocksolid.today).

2. Service offered on the Website

- 2.1. Upon submission of the Order and full payment of the Fee for the Service following receipt of the Quotation, a contract between Rocksolid and the Customer is concluded, whereupon Rocksolid shall endeavour to perform the Service, according to the information furnished to Rocksolid by the Customer.
- 2.2. The Order form is available on the Website.
- 2.3. The Service is available throughout all nine provinces of the Republic of South Africa and will be charged at the rate as per the Quotation and/or Invoice.
- 2.4. Rocksolid will endeavour to execute the Service within the time frame indicated on the Quotation, depending on the size of the project and provided that all relevant information has been received from the Customer and that the Property is readily accessible by Rocksolid or its agents. This timeframe can, however, not be guaranteed.
- 2.5. Property valuations shall be executed by a Valuer registered with the South African

Council for the Property Valuers Profession.

- 2.6. The Surveyor will agree on a survey date with the Customer and, to the extent that the CPA is applicable to the Contract, the Surveyor shall be entitled to re-schedule such date, if necessary, by agreement with the Customer. In any other instance, the Customer acknowledges that the Surveyor is entitled to reschedule the appointment for the survey at any stage.
- 2.7. No contract comes into existence without full payment having been received as per the Quotation and/or Invoice and Rocksolid may in its sole discretion refuse to accept an Order submitted online or otherwise from the Customer, and will endeavour to notify the Customer accordingly via the email address provided by the Customer on the Order form.
- 2.8. Rocksolid does not inspect woodwork or other parts of the Property's structure which are covered, unexposed or inaccessible and Rocksolid is therefore unable to report that such parts of the Property are free of rot, infestation, or other defects to the extent such advice forms part of the scope of the Services.

3. Warranties and liability

- 3.1. The Customer warrants that he has not entered into the Contract arising from any form of direct marketing as defined in the CPA.
- 3.2. All Surveyors who are valuers and who carry out property valuations for Rocksolid as part of the Service, carry professional indemnity insurance in respect of such services.
- 3.3. Rocksolid does not guarantee that a sale price for the Property equal to the amount contained in the valuation will be achieved.
- 3.4. The entire liability of Rocksolid under or in connection with these terms of service shall not exceed the available proceeds of the professional indemnity insurance policy after policy exclusions, legal costs and VAT/tax. Rocksolid shall not be liable for any loss or damage resulting from any occurrence unless a claim is made within a period of one year from the date stated on the report. Where Rocksolid was required to match or beat the Fee quoted by a competitor to secure the business, the Customer accepts that the liability of Rocksolid shall not exceed the Fee, excluding travelling costs.
- 3.5. Rocksolid accepts no liability for any actions taken by the Customer as a result of visiting the Website or viewing the contents therein, or for placing reliance on a Service provided by Rocksolid to any other person or to the Customer, other than as provided herein.
- 3.6. Whilst all reasonable care has been taken in the preparation of the content of the Website, the Website and all content on the Website is provided on an "as is" basis and "as available" basis. It is a term and condition of the use of the Website that the Customer expressly agrees that the use of the Website is entirely at his own risk and that he remains solely responsible for the legality and soundness of any decision he makes or action he takes as a result of his use of the Website, and that the Customer

warrants that the information provided by him is accurate and complete in all respects. The information contained on the Website is not intended to be and should not be construed as legal advice. The Customer is required to verify the accuracy, completeness and currency of all information contained on this Website.

- 3.7. The Customer indemnifies and agrees to hold harmless Rocksolid, its owners, directors, trustees, employees, officials, suppliers, agents and / or representatives against any claims for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the Customer and/or any third party, directly or indirectly arising from the Customer's use and reliance; his inability to use; or the functionality of the Website and / or its content, or that of the Value-added click options or of any external linked website, whether the content is accurate or not.
- 3.8. Rocksolid shall not be held responsible or liable for maintaining the confidentiality of any information or data which has been transmitted to the Customer and is no longer under its sole control. This does not exclude any obligations on Rocksolid in terms of POPIA.

4. Customer's obligations

The Customer shall pay the Fee into such account and indicate the payment reference as he may be advised in writing on the Order Confirmation and/or Invoice. Rocksolid is not required to inform the Customer of any change in banking details should the Customer utilise the Service at a later date and the Customer agrees that Rocksolid will not be liable for any damages the Customer may suffer should the Customer fail to pay the Fee into the bank account stipulated on the relevant Order Confirmation applicable to the transaction at the relevant time or subsequent correspondence, as the case may be.

- 4.1. In the event of a sale of the Property having been valued by Rocksolid, the Customer understands that Rocksolid cannot be held liable for the actual price attained during the sale of the Property. The Customer is free to market the Property for a lesser or greater amount than the valuation as he deems fit and understands that factors such as for example the resources and marketing strategies utilised, the personal efforts of the seller and estate agents employed and many other subjective and objective factors play a role in arriving at a selling price, which cannot be measured and/or foreseen by the Surveyor.
- 4.2. The Customer is free to insure the Property for a lesser or greater amount than recommended by the valuation as he deems fit and understands that the recommended sum insured reflects an estimated figure based on the Surveyor's observations or information received and obtained in respect of the Property.
- 4.3. In the event of the Customer suffering damages or losses as a direct result of any act or omission by Rocksolid or attributable to Rocksolid and where, despite clause 3.4 above, liability is conceded by Rocksolid through its insurers, the amount of Rocksolid's maximum liability will be limited to the available proceeds of the professional indemnity insurance policy after policy exclusions, legal costs and VAT/tax. Rocksolid shall not be liable for any loss or damage resulting from any occurrence, unless a claim

is made within a period of one year from the date stated on the report. Where Rocksolid was required to match or beat the Fee quoted by a competitor to secure the business, the Customer will not hold Rocksolid liable for any amount exceeding the Fee, excluding travelling costs. Under no circumstances will Rocksolid be liable for any damages arising from a Desktop Service.

- 4.4. In case the Customer instructs Rocksolid to perform a partial, incomplete or otherwise non-standard valuation, Rocksolid reserves the right to request a signed letter of indemnity in the wording of Annexure 1 to these terms of service, or to deny service to the Customer. Notwithstanding a waiver by Rocksolid of the letter of indemnity, the Customer indemnifies and agrees to hold Rocksolid harmless against any claims arising out of a partial, incomplete or otherwise non-standard valuation as instructed by the Customer.
- 4.5. In case the Customer accepts a quoted Fee that was reduced to match a competitor's fee upon the Customer's request, the Customer agrees to waive the full Service benefits that would otherwise be included in Rocksolid's standard Fee. Rocksolid reserves the right to request a signed liability and benefits waiver, or to deny service to the Customer. Notwithstanding a waiver by Rocksolid of a signed liability and benefits waiver, the Customer indemnifies and agrees to hold Rocksolid harmless against any claims arising from a discounted Service.
- 4.6. The Customer indemnifies and agrees to hold Rocksolid harmless against any claims arising out of a Desktop Service where such claims are based on information or the absence of information, which information would have been ordinarily furnished to Rocksolid or could have been obtained by the Surveyor had Rocksolid rendered the Service on its general terms and irrespective of whether the claims are those of the Customer or any third party having a claim against the Customer.
- 4.7. The Customer shall not manipulate or attempt to manipulate the Service. In the event of manipulation or attempted manipulation by the Customer, his representative or any other person, Rocksolid cannot be held liable for the Service and shall be entitled, should the Service not yet have been rendered in full, to immediately cancel the Contract and retain the Fee as its pre-estimated liquidated damages and cancellation penalty, without prejudice to any other rights it may have against the Customer.
- 4.8. The Customer shall warrant the Surveyor full accessibility to the Property to perform the Service. In the event that the Surveyor is denied access to the Property, is threatened in any way when attempting to access the Property, or if the Customer fails to attend the scheduled appointment agreed upon with the Surveyor, Rocksolid will be entitled to cancel the Contract and retain the Fee in full or in part as Rocksolid considers appropriate depending on the circumstances and with reference to Rocksolid's wasted costs incurred.
- 4.9. The Customer agrees that the Surveyor is required to make photographic records of his on-site observations which may include depictions of private property and installations. While the Surveyor will not enter privately-owned areas without the owner's prior consent and endeavours to take photographs that will not in any way

identify, expose, or embarrass any person, the Customer accepts that this may not always be possible from an objective point of view. The customer furthermore agrees that Rocksolid shall not be held liable for the distribution of Rocksolid's reports or parts thereof, including photographic images, beyond its control. This does not exclude any obligations on Rocksolid in terms of POPIA.

- 4.10. In case the requested Service entails a long-term maintenance plan, the Customer acknowledges that the intention of this Service is to provide an estimation of maintenance, repair, and replacement costs for major capital assets, based on a light inspection of the common property by the Surveyor and based on recommended maintenance cycles. Rocksolid does not make any assumptions with regard to the Customer's financial capability or cash reserves. It is therefore the Customer's responsibility to make the necessary adjustments to the long-term maintenance plan that will suit the Customer's financial capability, quality requirements and preferred maintenance schedule in accordance with cost proposals obtained by the Property owner from specialist contractors. The Customer furthermore acknowledges that a long-term maintenance plan cannot be accurate or viable from the start and that continuous adjustments are required by the Customer to achieve approximative and practical viability in the long term. The Customer acknowledges that Rocksolid makes no representation with regard to the practical viability of the estimated costs and maintenance cycles mentioned in its report.
- 4.11. The Customer warrants that all information supplied by him to Rocksolid is accurate. Rocksolid accepts no responsibility for any inaccuracies in the information supplied by the Customer, nor for any matters not disclosed by the Customer to Rocksolid to the extent that these impact on the Service.
- 4.12. The Customer acknowledges that upon submission of the Order, his details may be supplied to service partners of Rocksolid for the purpose of providing the Service.
- 4.13. The Customer warrants that he has full legal capacity to enter into the Contract with Rocksolid and warrants that he is authorised to procure the Service for the Property and undertakes to facilitate access to the Property.
- 4.14. The Customer warrants that his personal details as submitted to Rocksolid in the Order are complete, true, and accurate, and the Customer hereby authorises Rocksolid to contact the Customer at the email address or telephone number provided in the Order.
- 4.15. The Customer acknowledges that if any false information or deliberately misleading inaccuracies come to light in connection with the Contract, Rocksolid reserves the right to immediately cancel the Contract and retain the Fee as Rocksolid may consider appropriate depending on the circumstances and with reference to Rocksolid's wasted costs incurred.
- 4.16. The Customer shall notify Rocksolid of any changes to the information supplied by the Customer to Rocksolid, whether contained in the Order or in any other communication, whether written or oral, immediately once such changes have taken effect.
- 4.17. The Customer agrees not to transmit through the Website any material that is unlawful,

harmful, defamatory, abusive, threatening, vulgar or obscene. The Customer remains liable to any third party for his comments and indemnifies Rocksolid against any claims from any third party regarding the content of the Customer's comments.

- 4.18. The Customer shall satisfy himself that he fully understands these terms of service, both legally and grammatically.
- 4.19. Any Service report submitted by Rocksolid to the Customer shall represent a preliminary copy for review and approval by the Customer. Should no query or objection be submitted to Rocksolid within 4 (Four) weeks from receipt of the Service report, the report shall be deemed as approved by the Customer and considered to be final.
- 4.20. In the event of the Customer wishing to raise an objection or any other complaint pertaining to the Service, such contestation must be put forward in writing within 4 (Four) weeks of the Service having been rendered to allow for Rocksolid to respond thereto. Rocksolid shall endeavour to respond thereto within 5 (Five) working days. Where the Customer raises a valid objection, Rocksolid reserves the right to correct the Service. In cases where the Property must be re-visited by a Surveyor, the Customer undertakes to facilitate the necessary access to the Surveyor.
- 4.21. The Customer warrants that he has advised any persons or entities by whom he is authorised to procure the Service of the circumstances which may affect them, as described in these terms of service.

5. Privacy Policy

Rocksolid shall process any personal data supplied by the Customer in strict accordance with its Privacy Policy, which is available on the Website.

6. Service Fee

- 6.1. Payment of the Fee can only be effected by way of a bank transfer (electronic or manual), a cash deposit or through a particular online payment gateway specified on the Order Confirmation. Any additional charges or fees associated with the payment of the Fee are for the Customer's sole account.
- 6.2. Rocksolid is entitled to adjust the Fee in case the Customer's information on the Order pertaining to the value or extent of the Property should deviate considerably from the actual assessments done by the Surveyor following the survey of the Property. This pertains especially to information given about the number of registered sections or units or stands, the "estimated market value", "estimated price range" or "current sum insured", being a major indicator for the Fee applicable and Rocksolid considers a tolerance of +/-10%, above which the Fee may be adjusted upwards. Such adjustment will then be payable by the Customer prior to completion of the Service.
- 6.3. Cancellation Fee: Rocksolid reserves the right to deduct up to 15% of the Fee as a reasonable charge for cancellation of the Contract, including for purposes of offsetting

administration costs, should the Contract be cancelled by the Customer after making payment of the Fee to Rocksolid in circumstances other than in 6.4 below.

- 6.4. Late Cancellation Fee: In the event that the Contract or a specific survey appointment is cancelled on less than one (1) full business day's (i.e. 24 hours but excluding any Saturday, Sunday or public holiday) notice prior to the agreed survey appointment time, a penalty of 30% of the Fee shall apply.
- 6.5. Stand-up Fee: Failure by the Customer to facilitate access to the Surveyor at the agreed survey appointment time or within 30 minutes thereafter shall result in a penalty of 30% of the Fee in addition to the full travelling fee of the Surveyor as stated on the Order Confirmation.
- 6.6. A tax invoice will be issued on receipt by Rocksolid of the Order, or on such other date as agreed upon with the Customer.
- 6.7. The Fee paid by the Customer who sells the Property or any other person for whom the Service was obtained, cannot be off-set against a valuation fee imposed by any lending institution or relied upon when requesting a waiver of such valuation fee, nor can the valuation be transferred from the Customer acting as the seller to the buyer for the purpose of securing a loan.
- 6.8. Rocksolid is not VAT-registered. The Fees for the Service are not subject to VAT.
- 6.9. All transactions will be processed in South African Rands (ZAR).

7. Delivery of Service

- 7.1. Upon receipt of confirmation of payment into Mirabella Network's banking account, Rocksolid, either directly or through its service partners, shall undertake to contact the Customer within 2 (Two) working days for an appointment for the performing of the Service at the Customer's and Surveyor's mutually earliest convenience.
- 7.2. The Service shall be regarded as completed once both the Service and the tax invoice have been submitted to the Customer as electronic PDF files to the email addresses provided by the Customer on the Order. Rocksolid shall undertake to conclude the Service within the period as stipulated in 2.4, after the physical survey has taken place.

8. Cancellation

- 8.1. The Customer is able to cancel the Contract at any stage by written notice. Because Rocksolid provides the Service immediately after Rocksolid has accepted the Customer's completed Order Form by means of sending the Customer the Order Confirmation, any refunds of the Fee will be strictly in terms 6.3 above.
- 8.2. Rocksolid is entitled to cancel the Contract at any stage in terms of 4.7, 4.8 and 4.15 above or where the Customer fails to pay for the Fees after receiving the Order Confirmation.

9. General

- 9.1. All reports generated by Rocksolid in the course and scope of rendering the Service remain the sole property of Rocksolid until fully paid for.
- 9.2. The Customer understands that a valuation of the Property by a valuer facilitated by Rocksolid cannot be compared to an opinion offered or a valuation done by any person who is not a qualified professional valuer.
- 9.3. Rocksolid shall not be responsible for any delays in performing, or for the failure to perform, any of its obligations if the delay or failure was due to any cause beyond Rocksolid's reasonable control.
- 9.4. These terms of service supersede any prior agreement (oral or in writing) between Rocksolid and the Customer and contain the whole agreement between them. The Customer acknowledges that he has not relied upon any oral or written representations made by Rocksolid or its employees or agents which are not contained herein or otherwise reduced to writing and signed by Rocksolid.
- 9.5. These terms of service shall be exclusively governed by and construed in accordance with the laws of the Republic of South Africa. The Customer hereby consents to the jurisdiction of the Gauteng High Court in respect of any disputes arising in connection with these terms of service.
- 9.6. Any references to mortgages or other financial matters made on the Website are made for purely generic information purposes only and any reference made is not a statement of financial advice or any indication of suitability for the Customer's individual circumstances. Rocksolid is not registered with any financial authority or any other financial or insurance service regulatory body and is therefore unable to give any kind of advice in financial matters. The Customer is strongly encouraged to seek financial and/or mortgage advice before entering into any mortgage or other financial arrangement.
- 9.7. With regard to any mortgage or insurance scenarios which may be furnished to the Customer as part of offering the Service, these are displayed for factual information purposes only and do not convey any type of financial advice.
- 9.8. Rocksolid reserves the right to change these terms of service at any stage without notice by posting the changes on the Website and it shall be the Customer's responsibility to acquaint himself with the terms of service before each instance of utilising the Services from Rocksolid. The Customer can print out a copy of the terms of service applicable from time to time from the Website.
- 9.9. All provisions of these terms of service are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms of service which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason

whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be deemed to be severable from the remainder of these terms of service to the minimum extent necessary so that these terms of service shall otherwise remain in full force and effect and fully enforceable.

9.10. Any failure or neglect by Rocksolid to enforce any of these terms of service, will not be construed as a waiver of any of Rocksolid's rights and will not affect the validity of these terms of service.

9.11. In the interpretation of these terms and conditions:-

9.11.1. paragraph headings are for convenience only and shall not be taken into account in the interpretation hereof;

9.11.2. words importing a particular gender shall be deemed to include other genders, words importing natural persons shall be deemed to include juristic bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and vice versa.

9.11.3. the rule of construction that contracts shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply.

9.11.4. any document or information referred to in these conditions and capable of being accessed by way of an internet address, shall be deemed to be incorporated in these conditions in accordance with the provisions of ECTA.

9.11.5. In the event that the Customer is a juristic person, the Customer warrants that its net asset value or annual turnover exceeds R 2 000 000 in which case the provision of the CPA, including clause 2.6 above, will not apply to the Customer.

10. Copyright Notice

10.1. Rocksolid retains the copyright and all intellectual property rights in and to the Website, including all current and future content that is displayed on the Website, the software on which the Website operates, and reporting formats produced by Rocksolid's proprietary software. This includes but is not limited to all material which is defined to include trademarks, trade names, logos, documents, texts, information, data, software, drawings, images, icons, logos, photographs, video and audio clips. Rocksolid also asserts the copyright against third parties in this regard.

10.2. All intellectual property rights, including the rights of copyright, in any document or report provided by Rocksolid to the Customer, shall remain vested in Rocksolid.

11. Retention of Records

11.1. To ensure the provision of exemplary services to the Customer, Rocksolid must maintain records pertaining to the Services for an extended period.

- 11.2. The Customer hereby consents to Rocksolid retaining all records pertaining to the Services for a minimum period of five (5) years from their generation date.
- 11.3. At any point, the Customer retains the right to request the deletion of any records pertaining to the Services by submitting a written request to info@Rocksolid.co.za. Rocksolid will promptly delete the requested records, excluding those mandated to be retained by law.

12. Third party links on Website

- 12.1. Rocksolid may display on the Website links to other websites operated by third parties. Any such link is not a statement of recommendation of any of the goods and services available or being marketed on the said linked websites or due to any other links on the Rocksolid site. Rocksolid does not take any responsibility or liability for the accuracy, adequacy, and completeness of the information on such linked websites.

13. Further information required in terms of ECTA

- 13.1. The office bearer of Mirabella Network (Pty) Ltd, which company is registered within South Africa, is the director CB Laubscher.
- 13.2. The physical address where Rocksolid will receive legal service of documents is Rocksolid Valuations Services (Pty) Ltd., c/o Bredenkamp Attorneys Inc., Block B, PMA House, Tijger Vallei Office Park, Silver Lakes Road, Silver Lakes, Pretoria, 0081.
- 13.3. Save as set out in 4.19 and 4.20 above, any dispute hereunder must first be brought to the other party's attention in writing for the other party to respond thereto and resolve the dispute within 14 days of receipt of the notice of the dispute, where after the parties are entitled to proceed in terms of 9.5. Other than as set out herein, Rocksolid does not subscribe to any alternative dispute resolution code.

14. Contact details

- 14.1. If you have any queries or concerns arising from these terms of service, please contact us at office@rocksolid.today.

Effective 1 January 2022

ANNEXURE 1

To Whom It May Concern

Letter of Indemnity

I, the undersigned, being an authorised representative of {Company Name} / a private individual and formally appointed to represent {Name of Property}, hereby request Rocksolid Risk & Maintenance Management to conduct a non-standard valuation with the following specific instructions:

{insert instructions}

I understand that Rocksolid's professional indemnity is limited to standard valuations only and herewith indemnify Rocksolid Risk & Maintenance Management and Mirabella Network (Pty) Ltd against any claims or other consequences which might arise from a partial, incomplete or otherwise non-standard valuation.

I furthermore accept that Rocksolid refuses any liability for a valuation resulting from my instructions and that a copy of this letter of indemnity will be appended to the valuation report.

Signed at {Place} on {dd.mm.yyyy}

{Signature}

Full Name, Role/Position