

THE STAY NETWORK

STANDARD TERMS AND CONDITIONS

1. RECORDAL

- 1.1. If you are using the Site and/or the Services then you are contracting with The Stay Network CC, a Close Corporation duly incorporated as such in terms of the Close Corporation laws of the Republic of South Africa and hereby consent and agree to the terms and conditions as detailed herein.
- 1.2. The Stay Network ("**TSN**") provides an online platform that connects Owners & Clients, who have accommodations to list and book, with Clients seeking to book such accommodations (hereinafter collectively referred to as the "**Services**").
- 1.3. Such Services are available at any of the websites through which TSN makes the Services available (hereinafter collectively referred to as the "**Site**").
- 1.4. TSN is affiliated with, connected to and makes use of numerous web portals and affiliates. Such affiliation will be accompanied and proved by the relevant TSN trademark, which will be visible to the Owner or Client.
- 1.5. Use of a purported affiliate and/or web portal which does not bare TSN's trademark is completely at the Owner or Clients' own risk and TSN shall bare no liability for any loss or harm that may be suffered as a result of said use.

2. INTERPRETATION

- 2.1. In these Standard Terms and Conditions, unless the context indicates:
 - 2.1.1. Words importing the singular shall include the plural and vice versa;

- 2.1.2. Words importing one gender shall include other genders;
- 2.1.3. Words indicating natural persons shall include and import artificial and juristic persons;
- 2.1.4. The headings to the clauses contained herein are inserted for reference purposes only and shall not affect the interpretations of any of the provisions to which they relate;

2.2. The following phrases shall be interpreted as follows:

- 2.2.1. **“Breakage Deposit”** – a refundable deposit by way of a credit card authorisation or other facilities as requested by the owner to debit the amount as determined by the Owner, payable by the Client to the to the owner and handled directly with the owner.
- 2.2.2. **“Client”** – the person/s named on the Booking Platform who contracts with TSN on the terms and conditions hereunder. The client shall also include any agent who makes any booking of third party clients in respect of a booking. Such agent, as well as the persons named on the Booking Platform, shall be jointly and severally liable to TSN for the performance of their obligations in terms of these Standard Terms and Conditions, as well as any contract/s made pursuant thereto;
- 2.2.3. **“Collective Content”** – means Member Content and TSN Content;
- 2.2.4. **“Commencement Date”** – the date upon which a provisional booking is made;

- 2.2.5. **“Content”** – text, graphics, images, music, audio, video, information and other materials;
- 2.2.6. **“Lease Agreement”** – the agreement of rent that is constituted by and consists of the provisions these Standard Terms and Conditions and any other agreement between an Owner and Client, whether written or oral. Such agreement grants to Occupants a limited right to enter and use the Premises for limited duration in terms of the Booking Platform, during which time the Owner (only where and to the extent permitted by applicable law) retains the right to re-enter the Premises, in accordance with the Client’s agreement with the Owner;
- 2.2.7. **“Listing”** – a Premises that is listed by an Owner as available for Booking via the Site and Services;
- 2.2.8. **“Member”** – a person who completes TSN’s account registration process, including but not limited to Owners and Clients;
- 2.2.9. **“Member Content”** – all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or Stay Network promotional campaign to be made available through the Site or Services;
- 2.2.10. **“Occupants”** – all the persons, including the Client, entering the Premises during the Occupation Period and, where the context requires it, will include guests of the Occupants;
- 2.2.11. **“Occupation Date”** – the arrival date, being the first day of the Occupation Period, as specified in the Booking Platform;

2.2.12. **“Occupation Period”** – the length of stay of the Client in the premises, being the period from the arrival date to the departure date as specified in the Booking Platform;

2.2.13. **“Owner”** – the registered owner of the Premises, alternatively the person duly authorised to rent out the Premises;

2.2.14. **“Premises”** – the property as listed and described by the Owner;

2.2.15. **“Standard Terms and Conditions”** – this document together with any annexures and schedules thereto;

2.2.16. **“Total Rental Amount”** – means the total rental amount payable by the Client to the Owner under the Lease Agreement as specified in the Booking Platform;

2.2.17. **“TSN”** – means The Stay Network CC, a Close Corporation duly incorporated as such in terms of the Close Corporation laws of South Africa and all employees thereof, with registration number 2000/012/931/23 and shall include its affiliates;

2.2.18. **“ZAR” or “Rands”** - the lawful currency of the Republic of South Africa.

3. **TERMS OF SERVICE**

3.1. By using the Site or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (**“Terms”**), whether or not

you become a registered user of the Services. These Terms govern your access to and use of the Site and Services and all Collective Content and constitute a binding legal agreement between you and TSN. Please also read carefully our Privacy Policy at <https://www.thestaynetwork.com/privacy-policy.pdf>

- 3.2. In addition, certain areas of the Site (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines or policies posted or may require you to agree with and accept additional items and conditions, which may also be affected by your account type. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services or Collective Content, the latter terms and conditions will take precedence with respect to your use or access to that area of the Site, Services or Collective Content.
- 3.3. When negotiating a Booking with a potential Client, Owners have the option of using the standard TSN agreement (available on the Booking Platform at: <https://www.thestaynetwork.com/Standard-Terms-and-Conditions.pdf>), or Owner's can elect to have a custom agreement in place. Should a Listing make use of custom agreement, TSN can in no way guarantee that the terms thereof are in line with the laws of the Republic of South Africa and TSN further bears no responsibility for any loss, damage or harm a Client/Owner may suffer because of the terms of the custom agreement.
- 3.4. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site or Services in accordance with these Terms may subject you to civil and criminal penalties.
- 3.5. The Site and Services comprise an online platform through which Owners may create listing for accommodations and Clients may learn about and book accommodations directly with the Owners. You understand and agree that TSN

is not a party to any agreements entered into between Owners and Clients, nor is TSN a real estate broker, agent or insurer. TSN has no control over the conduct of Owners, Clients and other users of the Site and Services or any accommodations, and disclaims all liability in this regard to the maximum extent permitted by law.

- 3.6. If you choose to create a listing on TSN, you understand and agree that your relationship with TSN is limited to being a member and an independent, third-party contractor, and not an employee, agent, joint venture or partner of TSN for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of TSN. TSN does not control, and has no right to control (subject to the terms of these Standard Terms and Conditions), your listing, your offline activities associated with your listing, or any other matters related to any listing that you provide. As a member you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of TSN, including by inappropriately using any TSN intellectual property.
- 3.7. You acknowledge and agree that, by accessing or using the Site or Services or by downloading or posting any content from or on the Site, through the Services, you are indicating that you have read and that you understand and agree to be bound by these terms and receive our Services, whether or not you have registered with the Site. If you do not agree to these terms, then you have no right to access or use the Site, Services or Collective Content. If you assent or agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.
- 3.8. TSN may require Member accounts to be verified before certain features are available. Members will be required to scan/upload a photograph of either their (1) Passport or (2) National Identification which will then be used to

confirm a Member's identity. Should TSN perform these verification functions, TSN in no way warrants or guarantees the identity of the Member and other Members are encouraged to perform their own verification processes before corresponding with Clients/Owners.

4. **MODIFICATION**

- 4.1. TSN reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site and/or provide you notice of the modification by email. We will also update the "Last Updated" date at the top of these Terms. Changes to the Terms will be effective at the time of posting. Your continued access or use of the Site or Services will constitute acceptance of the modified Terms. Additionally, if the modified Terms contain material changes applicable to existing Members (by decreasing your rights or increasing your responsibilities), we will provide you with notice prior to the changes taking effect. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services. If you do not close your TSN account, you will be deemed to have accepted the changes.

5. **ELIGIBILITY**

- 5.1. The Site and Services are intended solely for persons who are 18 (eighteen) years of age or older. Any access to or use of the Site, or Services, by anyone under 18 is expressly prohibited. By accessing or using the Site or Services, you represent and warrant that you are 18 or older.

6. **ACCOUNT REGISTRATION**

- 6.1. In order to access certain features of the Site, and to book a Premises or create a listing, you must register to create an account ("**TSN Account**") and become a Member. You may register to join the Services directly via the Site.

- 6.2. Your TSN Account and your TSN Account profile page will be created for your use of the Site based upon the personal information you provide to us. You may not have more than one (1) active TSN Account, which will be linked to 1 e-mail address. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. TSN reserves the right to suspend or terminate your TSN Account and your access to the Site and Services if you create more than one (1) TSN Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.
- 6.3. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party.
- 6.4. Unless expressly authorised by a specific feature on TSN, you are not permitted to share your TSN Account with anyone or allow others to access or use your TSN Account. TSN may enable features, in our discretion, that allow other Members to take certain actions associated with your TSN Account, on your behalf and with your express authorisation, such as having your executive assistance, travel agent, or employer book on your behalf or adding a family member to your account as an additional Owner. You agree that you will take sole responsibility for any activities or actions under your TSN Account, whether or not you have authorised such activities or actions. You will immediately notify TSN of any unauthorised use of your TSN Account.

7. ACCOUNT TYPES

- 7.1. When registering as an Owner with the intention of Listing property, a user can either register a Commission Account or a Premium Account, the differences of which are listed in this section.

Commission Accounts

- 7.2. Standard Accounts are subject to paying TSN an *ad hoc* commission, which is a fixed percentage of the Total Rental Amount and which may change from time to time at the sole discretion of TSN.
- 7.3. When a Listing on a Commission Account is booked:
 - 7.3.1. TSN retains the contact details of the Client and Owner until the Client has paid the Total Rental Amount;
 - 7.3.2. TSN retains 15% Excl Vat (17.1% Incl Vat) of the Total Rental Amount & any bank charges as its fee and transfers the remainder thereof to the Owner;
 - 7.3.3. Simultaneously, TSN shall provide the Owner with the contact, and ancillary, details of the Client.

Premium Accounts

- 7.4. Having a Premium Account is subject to paying TSN a yearly subscription fee, which is active for a minimum of 12 months
- 7.5. The Premium Account subscription fee is paid upfront and any failure to do so will result in listings not being visible to members.
- 7.6. The subscription fee is limited to the cost of premises that have 10 (TEN) or less bedrooms and any bookings will be capped at 10 (TEN) bedrooms, regardless of the size of the premises.
- 7.7. TSN may, in its discretion, increase its subscription fee from time to time but such increases will not affect contracts already entered into, unless the contract is being renewed for a further period.

- 7.8. The subscription fee is R1897.50 + R115/room, VAT included.
- 7.9. Failure to cancel the membership as aforesaid will result in an automatic renewal of the 12-month contract.
- 7.10. The benefit of a Premium Account is as follows:
 - 7.10.1. A Flat, annual subscription fee;
 - 7.10.2. TSN does not charge a commission fee;
 - 7.10.3. Unlimited enquiries and bookings;
 - 7.10.4. Fully responsive, interactive self-managed online portal where one has access to and can control all reservations, enquiries and bookings;
 - 7.10.5. Access to various statistics regarding listings;
 - 7.10.6. Access to an interactive listings calendar;
 - 7.10.7. Owners gain access to the Client's contact details and profiles as soon as a Client makes an Enquiry;
 - 7.10.8. Owners' Listings will be considered to be "featured listings" and will be given preference in searches and from time to time, at TSN's discretion, be promoted on the TSN site; and
 - 7.10.9. Fully customisable quotes and invoices transferred directly between Owners and Clients.

8. ACCOMMODATION LISTINGS

- 8.1. As an Owner, you may create Listings. To create a Listing, you will be asked a variety of questions about the Premises to be listed, including, but not limited to, the location, capacity, size, features, availability, pricing, related rules and financial terms. In order to be featured in the Listings via the Site and Services, all Premises must have valid physical addresses. Listings will be made publicly available via the Site and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to, Client and Owner preferences, Owner subscription status, ratings and/or ease of booking.
- 8.2. Other Members will be able to book your Premises, via the Site and Services based upon the information provided in your Listing, your Client requirements and Clients' search parameters and preferences.
- 8.3. You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the Booking of, or a Client's stay at, a Premises in a Listing you post:
 - 8.3.1. will not breach any agreements you have entered into with any third parties, such as a homeowners association, or other third party agreements, and;
 - 8.3.2. will:

- 1.1.1.1. comply with all applicable laws (such as zoning laws), Tax requirements, Intellectual Property laws, and rules and regulations that may apply to any Premises included in a Listing you post (including having all required permits, licenses and registrations), and;
 - 1.1.1.2. not conflict with the rights of third parties.
- 1.2. Please note that TSN assumes no responsibility for an Owner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. TSN reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that TSN, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or TSN's then-current Policies and/or guidelines, or otherwise harmful to the Site or Services.
- 1.3. If you are an Owner, you understand and agree that TSN does not act as an insurer or as your contracting agent. If a Client requests a Booking of your Premises and stays at your Premises, any agreement you enter into with such Client is between you and the Client and TSN is not a party to it.
- 1.4. When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a Booking of your Premises, such as requiring Members to have a profile picture or verified phone number, in order to book your Premises. Any Member wishing to book Premises included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available <https://support.thestaynetwork.com/portal/kb>.
- 1.5. If you are an Owner, TSN makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm or pre-approve for Booking your Premises. You acknowledge and agree that, as an

Owner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Premises at your request or invitation, excluding the Client (and the individuals the Client invites to the Accommodation, if applicable).

- 1.6. TSN recommends that Owners obtain appropriate insurance for their Premises. Please review any insurance policy that you have for your Premises carefully and, in particular, make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for such insurance policy including, but not limited to, whether or not your insurance policy will cover the actions or inactions of or relating to Clients (and the individuals the Client invites to the Premises, if applicable) while at your Premises.

2. **NO ENDORSEMENT**

- 2.1. TSN does not endorse any Member, Listing or Premises. You understand that Verified Images and description are intended to indicate a photographic and descriptive representation of the Premises at the time the photograph was taken or the description was written. Verified Images are therefore not an endorsement by TSN of any Member, Listing or Accommodation.
- 2.2. Members are required by these Terms to provide accurate information. Although TSN may, for transparency or fraud prevention/detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources, we do not make any representations about, confirm or endorse any Member or the Member's purported identity or background.

- 2.3. By registering for a TSN Account, you agree that TSN may – but is not obligated to – request a consumer report on you from a Consumer Reporting Agency. If we do request a consumer report, we'll request and use it in compliance with applicable law.
- 2.4. Any references in the Site or Services to a Member being *verified* or *connected* (or similar language) only indicate that the Member has completed a relevant verification or identification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by TSN about any Member, including of a Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site and Services. We therefore recommend that you always exercise due diligence and care when Booking or to accept or pre-approve a Booking request from a Client, or to have any other interaction with any other Member.
- 2.5. By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from TSN with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any Bookings or Listings made by you. This limitation shall not apply to any claim by an Owner against TSN regarding the remittance of payments received from a Client by TSN on behalf of an Owner, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

3. **QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATION**

- 3.1. All quotations given to a Client shall be in writing and, unless otherwise agreed to in writing by the Owner, shall be in the currency of South African Rand. Such quotations shall be inclusive of value added tax (where applicable). Acceptance of any quotation by a Client shall be in writing. The Owner reserves the right to amend and increase any quotation, even after acceptance by the Client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies or increased levies by third party supplier in respect of the Premises.
- 3.2. Any revision in a quotation will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the Client disputing the quantum of such increase, such dispute will be directly with the Owner and TSN shall not become a party to said dispute in any way.
- 3.3. Although the Owner shall strive to ensure that all rates displayed on sites are correct and accurate, the Owner reserves the right to request additional payments from Clients should properties which have seasonal and/or special event rates charge such rates. Certain properties and/or property groups make rate changes at their own discretion, and on short notice.
- 3.4. All payments due under the Lease agreement to the Owner by the Client shall be made free of exchange, deduction or set-off of whatsoever nature by way of cash, direct transfer, forex transfer or by credit card.
- 3.5. The Client may be required to provide the Owner forthwith, upon making any payment, with written proof hereof in the form of a deposit slip, remittance advice or credit card authorisation form.
- 3.6. The relevant reference number for the booking shall at all times be reflected on the proof of payment.

4. **BOOKING PROCEDURE**

4.1. When browsing a listing, a Client will have the option to make an “Enquiry”, which is immediately forwarded to the Owner.

4.2. Once the Owner has accepted the “Enquiry”, a channel of communication will open between the Owner and Client, who will then agree on, but limited to, options such as:

4.2.1. Available dates;

4.2.2. number of persons;

4.2.3. the rate to be charged;

4.2.4. Any additional terms and conditions required by the owner; and

4.2.5. Any other details, as required.

4.3. *PROVISIONAL BOOKING*

4.3.1. In order to secure a provisional booking for the Premises, the Client shall:

4.3.1.1. Complete the Booking request page on the TSN Listing page; and

4.3.1.2. pay TSN (or a Premium Account Owner) a booking deposit (“**Booking Deposit**”), which shall be reflected on invoice provided by the Owner and accepted by the Client, of up to 50% of the Total Rental Amount, once the Booking dates have been confirmed by the Owner.

4.3.2. Failure to pay the Booking Deposit within the time stipulated will result in no booking being made.

4.3.3. Once the Booking Deposit has been received, the Client will be notified of the steps required to confirm the booking.

4.4. *CONFIRMED BOOKING*

- 4.4.1. Once TSN (or a Premium Account Owner) receives the balance of the Total Rental Amount the Provisional Booking shall be confirmed.
- 4.4.2. If the balance of the Total Rental Fee is not received 30 days prior to the Occupation Date then the provisional booking will be automatically cancelled and the Booking Deposit will be forfeited.
- 4.4.3. If the Client cancels the Lease Agreement before making payment of the balance of the monies then the Provisional Booking will be automatically cancelled and some, or all, of the Booking Deposit will be forfeited in accordance with clause 10.3 below.

4.5. BREACH OR CANCELLATION OF BOOKING

- 4.5.1. Should the Client default in any payment due under the Lease Agreement, or breach the Lease Agreement in any way, and fail to remedy such default or breach within 24 hours after receiving a written demand that it be remedied, the Owner shall be entitled, without prejudice to any alternative or additional action or legal remedy available to him under the circumstances, to:
 - 4.5.1.1. Cancel the Lease Agreement without notice and with immediate effect;
 - 4.5.1.2. Have possession of the Premises immediately returned to him, unencumbered; and
 - 4.5.1.3. Recover from the Client damages resulting from the default, breach or cancellation of the Lease Agreement.

4.6. INSTANT BOOKINGS

- 4.6.1. An Owner will have the option of allowing “instant bookings”, which allows a Client to immediately book a Listing if it is available, without confirmation by the Owner.
- 4.6.2. By allowing “instant bookings” an Owner warrants that the availability of the Listing, as described in the TSN Calendar or NightsBridge, is accurate and up to date.
- 4.6.3. Should a double-booking occur through the “instant bookings” system then TSN reserves the right to suspend and/or terminate the Owner’s account and the Owner further warrants and guarantees that any harm, loss or damage suffered by a Client, or any other person, will be the sole responsibility of the Owner and TSN has no obligation to become involved in the dispute.

4.7. CANCELLATIONS OF PROVISIONAL BOOKINGS

4.8. When creating a listing, Owner’s will have four options available to them regarding cancellations and how they are handled:

4.8.1. **Very Flexible:**

Guests receive a full refund if they cancel at least 24 hours prior to scheduled arrival.

4.8.2. **Flexible:**

Provided the Guest pays the full balance by the agreed upon date:

- The Guest will receive a 50% refund of the total cost if they cancel a confirmed booking at least four weeks before the check-in date; or
- The Guest will receive a 25% refund of the total cost if they cancel at least two weeks before the check-in date.

4.8.3. **Moderate:**

If the Guest pays the full balance by the agreed upon date then the Guest will receive a 50% refund of the total cost if the Guest cancels the booking at least four weeks before check-in.

Strict: If the Guest pays the full balance by the agreed upon date then the Guest will receive:

- A 50% discount of the total cost if the Guest cancels the Booking at least eight weeks before the check-in date; or
- A 25% discount of the total cost if the Guest cancels the Booking at least four weeks before the check-in date.

1.1.1. All cancellations by the Client must be sent to the Owner in writing sent via e-mail to support@thestaynetwork.com and shall only be effective on the date of actual receipt by the Owner. This is automatically facilitated by the Booking platform but Client's are responsible for ensuring that Owner's receive notice of cancellation in writing.

1.1.2. The following deductions shall further be application to cancellations:

1.1.2.1. Credit Cards:

1.1.1.1.1. Relevant cancellation fee; and

1.1.1.1.2. 6% of Total Rental Amount credit surcharge and administrative fee;

1.1.1.2. Direct deposits:

1.1.1.2.1. Relevant cancellation fee;

1.1.1.2.2. Bank charges as debited by the Owner's bankers; and

1.1.1.2.3. 6% of Total Rental Amount administrative charge;

1.1.3. Forex transfers:

- 1.1.1.2.4. Relevant cancellation fee;
- 1.1.1.2.5. Bank charges as debited by the Owner's bankers;
- 1.1.1.2.6. 6% of Total Rent Amount administrative charge;
- 1.1.1.3. Cash payments:
 - 1.1.1.3.1. Relevant cancellation fee;
 - 1.1.1.3.2. Owner's cash deposit charges; and
 - 1.1.1.3.3. 6% of Total Rental Amount administrative charge.

2. Users acknowledge that, while TSN does all within its ability to confirm the veracity and authenticity of Listings, and in particular the availability of Bookings, TSN does not, in any way, grant a warranty or guarantee in respect of any booking, whether Provisional or Confirmed. Users acknowledge that TSN can only check the availability of Listings within its own internal calendar which cannot take into account the possibility of Listings being registered on other property websites or booking agents and whose bookings may overlap with those reflected on TSN's calendar. Owners, have the option of cross-referencing their Listings schedules with third-party property management systems, thus drastically reducing the risk of "double-booking" but this does not guarantee the availability of a unit. Liability for an instance of "double-booking" or an advertised Listing being unavailable upon arrival, will fall squarely on the Owner. TSN, will accept no form of liability for a Listing being "double-booked" and Clients hereby agree to waive any and all claims they may have against TSN.
3. To reduce the chance of "double-booking" a Premises, Owners are encouraged to make use of TSN's online calendar and belong to NightsBridge, which assists in

determine “real-time” availability for bookings. TSN is, however, not at all associated with NightsBridge or similar services and TSN bears no responsibility for a Member's reliance on these services.

4. **CONDITION OF THE PREMISES**

1.1. The Client acknowledges that the Premises, and its contents, is accepted *voetstoots* and in the condition in which they are found and shall be left in the same order and condition, fair wear and tear excepted, when the Lease Agreement ends.

1.2. If required by the Owner of the premises, the Client shall be obliged to pay a Breakage Deposit to the Owner to ensure that the premises is returned to the Owner in the same condition, fair wear and tear excepted, as it was received by the Client.

The terms and conditions of the breakage deposit are completely at the discretion of the Owner and TSN shall play no active role in the determination, repayment/forfeiture thereof or any disputes relating thereto.

1.3. The Owner will endeavour to make good any damages reported by the Client within 48 hours of receipt of the report from the Client.

1.4. The Client shall otherwise be responsible for any shortages, breakages or damages to items contained in the inventory list and any other breakdown, malfunction, or damage to the Premises or the contents thereof during the Occupation period.

1.5. It is common practice that Owner's supply an “inventory” list of all movable goods found in the Premises, and that this list be verified by the Client upon arrival. TSN bears no responsibility, and takes no part, in the provision of an inventory list by the Owner, not any strict adherence thereto. Should an Owner provide an “inventory” list, the Owner warrants that the items on

the list are found in the Premises. Handling the inventory list after a Client has checked-out, and any claims or damages which may arise from same, is the responsibility of the Owner and his/her designated agent and TSN will have no involvement unless required to by the relevant authorities.

2. **OCCUPANCY**

- 2.1. The Client may check-in from 14h00 – 17h00 on the Occupation date. An additional half-day's rental shall be charged for any early arrival which has been agreed by the Client and Owner.
- 2.2. Clients are required to vacate the premises as agreed between Owner and Client on the last day of the Occupation Period, failing which the Owner has the right to charge the Client for an extra half day (or longer where applicable).
- 2.3. Notwithstanding the above, the Owner shall be entitled to charge an early or late check-in fee for arrivals between 17h00 and 07h00.
- 2.4. In the event that any of the Occupants fail to leave the Premises in accordance with the above, the Owner may claim damages from the Client.
- 2.5. The Owner and Client may agree to alter the terms of paragraph 12, except for this clause, at their own discretion.

TSN will have no involvement, nor accept any responsibility, for the adherence to these terms, regardless of whether they have been altered by the Owner/Client or not.

3. **OBLIGATIONS AND DUTIES OF THE OWNER**

- 3.1. The Owner warrants that it will provide the Premises in a state which is materially similar to its representation on the Listing. TSN will bare no

responsibility for any misrepresentation by the Owner and the Client hereby waives any claim it may have against TSN.

3.2. In respect of the Premises, the Owner shall have all the obligations and duties in accordance with the Common Law duties and obligations of a landlord, as well as the statutory duties imposed by the Rental Housing Act 50 of 1999. TSN bears no responsibility in ensuring adherence to these duties and obligations but reserves the right to remove any Listing which it deems to be contrary to same.

3.3. An Owner/Client, if entering into a custom agreement, may choose to impose additional duties and obligations on the Owner.

3.4. In addition to the duties and obligations imposed by law, the Owner, when accepting a Booking, warrants and guarantees that it shall provide peaceful and undisturbed possession of the Premises to the Client throughout the Occupation Period. Should the Owner fail to provide peaceful and undisturbed possession of the Premises to the Client, the Client hereby waives any claim it may have against TSN.

3.5. If the Owner provides an inventory for the Premises, it is the duty of the Owner to perform an "exit inspection" and to calculate any damages to be taken from the deposit for items missing and/or damaged, the proof (in the form of invoices) must be provided to the Client.

4. OBLIGATIONS AND DUTIES OF THE CLIENT

4.1. The terms of use and enjoyment of the premises shall be determined by the Owner at the time of listing the premises.

- 4.2. Should the Client request an alteration of the terms of use and enjoyment, such request shall be made to and handled directly by the Owner and TSN will play no active role, nor bear any responsibility, for the terms thereof.
- 4.3. All conditions imposed by the Owner must fall within the ambit of the laws of the Republic of South Africa and TSN will not tolerate any conditions which are unjustifiably discriminatory, hateful or otherwise unlawful or harmful.
- 4.4. TSN has no obligation to remove any of the Listings subject to the conditions mentioned in paragraph 16.3, and thus disclaims any liability for a failure to do so, but further reserves its right to remove any Listing which it deems to be harmful to TSN or its affiliates.
- 4.5. The Client has the sole obligation to inform any Occupants of the terms of these terms and conditions, and any other terms of use as required by the Owner, and TSN shall hold no responsibility for an Occupant's lack of knowledge of said terms.
- 4.6. Should the Owner provide an inventory list, it is the duty of the Client to perform a "check-in inspection" and alert the Owner to any items from the list which are missing and/or damaged.

OTHER SERVICES

- 4.7. The Client may arrange for any additional services directly with the Owner.
- 4.8. Client must ensure that all bed linen and towels, which need to be changed, must be placed in the bath for collection.
- 4.9. In the event of a disruption of the cleaning services, the Owner will endeavour to find a replacement cleaner within a reasonable time.

4.10. If the Client vacates the Premises in a condition which requires the Owner to procure additional cleaning services, such cost shall be charged to the Client. Such charges will be as between the Owner and Client directly and TSN will bear no responsibility therefor.

5. **FAIR USAGE**

Included in the cost of booking is a charge for the use and consumption by the Client of all electricity and water consumed on the Premises. Client are required to use electricity and water sparingly and only according to their needs. In the unlikely event that a Client uses and consumes a disproportionate amount of electricity and water, then the Owner has the sole discretion to deduct any amount which it thinks fit from the Breakage Deposit.

Further attention is drawn to the fact that the Western Cape is a drought sensitive climate and excessive water usage may result in severe penalties and, in certain scenarios, legally imposed fines, which the Client shall be liable for.

6. **FORCE MAJEURE**

6.1. If the Premises is rendered unsuitable by force majeure, including, but not limited to, war, strike, fire, flood or acts of God, or any other external circumstances beyond the Owner's control, then in such case the Owner will make every effort to find alternate premises of a similar standard, if available.

6.2. Otherwise, the Owner will repay to the Client, demand, the pro rata portion of the rental in relation to the Occupation Period during which the Client is not able to occupy and enjoy the reasonable usage of the Premises. Such repayment is strictly between the Owner and Client and TSN will not be a party to any negotiations or agreements relating thereto.

- 6.3. Notwithstanding the above, the Owner has the right, at any time, and in its sole discretion, to amend or cancel any booking or remainder thereof, or to make any alteration in the accommodation arrangement in the event of the rental or any part thereof being rendered impossible, illegal or inadvisable due to force majeure.
- 6.4. Provided that the Owner complies with the clause 19.1, the Owner will not be liable for breach of contract or any claim that may arise from any inconvenience or prejudice suffered by the Client.

7. VACCINATIONS AND HEALTH

- 7.1. It is the Client's responsibility to be aware of malaria, yellow fever and other potential diseases and illnesses when travelling to Africa. The Client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases and illnesses, which are endemic to certain regions of Africa.
- 7.2. The Owner does not accept any responsibility whatsoever for any Client being refused entry into South Africa due to incorrect or incomplete health documentation or vaccinations and, subject to the terms of this agreement, no refunds will be made to a Client who is refused entry in South Africa.
- 7.3. If the Client has any pre-existing medical condition or illness, they must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other form of treatment, which may be required during their Lease.

8. DAMAGE TO PREMISES AND BREAKAGE DEPOSITS

- 8.1. As a Client, you are Responsible for leaving the Premises (including any personal or other property located at the Premises) in the condition it was

in when you arrived. You acknowledge and agree that, as a Client, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Premises. In the event that an Owner claims otherwise and provides evidence of damage (“**Damage Claim**”), including but not limited to photographs or videos, you agree to pay the cost of replacing the damaged items with equivalent items.

8.2. Owners may choose to include Breakage Deposits in their Listings. Each Listing will describe whether a Breakage Deposit is required for the applicable Premises. TSN will use commercially reasonable efforts to address Owners’ requests and claims related to Security Deposits, but TSN is not responsible for administering or accepting any Damage Claims by Owners related to Security Deposits and disclaims any and all liability in this regard.

8.3. Security Deposits, if required by an Owner, may be applied to any fees due from a Client overstaying at a Listing without the Owner’s consent.

9. **OVERSTAYING WITHOUT THE OWNER’S CONSENT**

Clients agree that a confirmed Booking is merely a license granted by the Owner to the Client to enter and use the Listing for the limited duration of the confirmed Booking and in accordance with the Client’s agreement with the Owner. Clients further agree to leave the Premises no later than the checkout time that the Owner specifies in the Listing or such other time as mutual agreed upon between the Owner and Client. If a Client stays past his agreed upon checkout time without the Owner’s consent, they no longer have a license to stay in the Listing and the Owner is entitled to make the Client leave. In addition, the Owner shall be entitled to charge the Client for an additional rate (at the same rate as agreed upon for the Occupation Period) for each day that the Client fails to check-out by the agreed

upon check-out time, plus all applicable Service Fees, taxes and any legal expenses incurred by the Owner to make the Client leave (collectively, “**Additional Sums**”). The Additional Sums may be deducted from any Breakage Deposit agreed to between the Owner and Client.

10. **MEMBER CONDUCT**

10.1. You understand and agree that you are solely responsible for compliance with any and all laws, by-laws, regulations and Tax obligations that may apply to your use of the Site, Services and Collective Content. In connection with your use of the Site, Services and Collective Content, you may not and you agree that you will not:

10.1.1. Violate any local, provincial, national or other law or regulation, or any order of a court including, without limitation, zoning restrictions and Tax regulations;

10.1.2. Use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, “scrape”, “crawl” or “spider” any web pages or other services contained in the Site, Services or Collective Content;

10.1.3. Access or use our Site or Services to use, expose or allow to be used or exposed, any TSN Content:

10.1.3.1. That is not publicly displayed by TSN in its search results pages or listing pages before a Booking is confirmed;

10.1.3.2. In any way that is inconsistent with the TSN Privacy Policy or Terms of Service;

10.1.3.3. In any way that otherwise violates the privacy rights or any other rights of TSN's users or any other third party;

10.1.4. Use the Site, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies TSN endorsement, partnership or otherwise misleads others as to your affiliation with TSN;

10.1.5. Dilute, tarnish or otherwise harm the TSN brand in any way including, but not limited to, through unauthorised use of the Collective Content, registering and/or using TSN or derivative terms in domain names, trade names, trademarks, or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to TSN domains, trademarks, taglines, promotional campaigns or Collective Content;

10.1.6. Copy, store or otherwise access or use any information contained on the Site, Services or Collective Content for purposes not expressly permitted by these Terms.

10.1.7. Infringe the rights of TSN or the right of any other person or entity including, without limitation, their intellectual property, privacy, publicity or contractual right;

10.1.8. Interfere with or damage our Site or Services including, but not limited to, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors,

packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

10.1.9. Use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity including, but not limited to, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

10.1.10. Use our Site, Services or collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;

10.1.11. "stalk" or harass any other user of our Site, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a TSN Client or Owner;

10.1.12. Offer, as an Owner, any Premises that you do not yourself own or have permission to Book as a residential or other property (without limiting the foregoing, you will not list Premises as an Owner if you are serving in the capacity as an agent for a third party);

10.1.13. Offer, as an Owner, any Premises that may not be Booked pursuant to the terms and conditions of an agreement with a third party;

10.1.14. Register for more than one TSN Account or register for a TSN Account on behalf of an individual other than yourself;

- 10.1.15. Unless TSN explicitly permits otherwise, request or book a stay at any Premises if you will not actually be staying at the Premise yourself;
- 10.1.16. Contact other Member for any purpose other than asking a question related to a Booking, Premises, Listing or the Member's use of the Site and Services;
- 10.1.17. Recruit or otherwise solicit any Owner or other Member to join third-party services or websites that are competitive to TSN, without TSN's prior written approval;
- 10.1.18. Recruit or otherwise solicit any Member to join third-party services or websites without our prior written approval;
- 10.1.19. Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- 10.1.20. Use automated scripts to collect information from or otherwise interact with the Site, Services or Collective Content;
- 10.1.21. Use the Site, Services or Collective Content to find an Owner or Client and then complete a Booking of a Premises independent of the Site or Services in order to circumvent the obligation to pay any Service Fees related to TSN's provision of the Services or any other reasons;
- 10.1.22. As an Owner, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honour;

10.1.23. Violate these Terms or TSN's then-current Policies, Guidelines or Standards;

10.1.24. Engage in disruptive, circumventive, abusive or harassing behaviour in any area or aspect of our Site or Services;

10.1.25. Post, upload, publish, submit or transmit any Content that:

10.1.25.1. Infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

10.1.25.2. Violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability;

10.1.25.3. Is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive;

10.1.25.4. Defamatory, obscene, pornographic, vulgar, or offensive;

10.1.25.5. Promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

10.1.25.6. Is violent or threatening or promotes violence or actions that that are threatening to any other person; or

10.1.25.7. Promotes illegal or harmful activities or substances;

10.1.26. Systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual method, through the use of bots, crawlers, or spiders, or otherwise;

10.1.27. Use, display, mirror or frame the Site, Services or Collective Content, or any individual element within the Site, Services or Collective Content, TSN's name, any TSN trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services, without TSN's express written consent;

10.1.28. Access, tamper with, or use non-public areas of the Site or Services, TSN's computer system, or the technical delivery system of TSN's providers;

10.1.29. Attempt to probe, scan or test the vulnerability of any TSN system or network or breach any security or authentication measures;

10.1.30. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by TSN or any of TSN's providers or any other third party (including another user) to protect the Site, Services or Collective Content;

10.1.31. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use

the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;

10.1.32. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content;

10.1.33. Advocate, encourage or assist any third party in doing any of the foregoing; or

10.1.34. Accept or make payment for Accommodation Fees outside TSN Payments. If you do so, you acknowledge and agree that you:

10.1.34.1. Would be in breach of these Terms;

10.1.34.2. Accept all risks and responsibility for such payment, and;

10.1.34.3. Consider TSN free from any liability for such payment.

10.2. TSN has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, TSN may take a range of actions against you, including but not limited to, removing or disabling access to any or all of your Member Content or deactivating or cancelling your Listing(s) or TSN Account, for a violation of this Section or these Terms.

10.3. TSN may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary. Such instances may include:

10.3.1. Responding to claims asserted against TSN or to comply with legal process (for example, subpoenas or warrants);

10.3.2. Enforcing or administering our agreements with users, such as these Terms;

10.3.3. For fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or;

10.3.4. Protecting the rights, property or safety of TSN, its users or members of the public.

10.4. You acknowledge that TSN has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review, remove, disable access to or edit any Member Content, but has no right to do so for the purpose of operating and improving the Site and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. TSN reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that TSN, at its sole discretion, considers to be objectionable for any reason, in violations of these Terms or otherwise harmful to the Site or Services.

11. REPORTING MISCONDUCT

11.1. If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who:

11.1.1. Engages in offensive, violent or sexually inappropriate behaviour;

11.1.2. You suspect of stealing from you, or;

11.1.3. Engages in any other disturbing conduct;

11.2. You should immediately report such person to the appropriate authorities and then to TSN by contacting us with your police station and report number, provided that your report will not obligate us to take any action beyond that which is required by law (if any) or cause us to incur any liability to you.

12. **PRIVACY**

12.1. By agreeing to these Terms and Conditions, you understand and acknowledge that TSN collects and uses some of your personal information, for the purposes of improving your experience when you utilise TSN. TSN's usage of such information is bound by and subject to the laws of the Republic of South Africa. Please refer to TSN's privacy policy (<https://www.thestaynetwork.com/privacy-policy.pdf>) for more details.

13. **INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS NOTICES**

13.1. The Site, Services and Collective Content are protected by copyright, trademark and other laws of the Republic of South Africa. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of TSN and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of TSN used on or in connection with the Site, Services and TSN Content are trademarks or registered in RSA. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Services and TSN Content are used for indemnification purposes only and may be the

property of their respective owners. As an Owner, Client or Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Services and Collective Content, which may be updated from time to time.

14. ADDITIONAL TERMS

14.1. Our Site and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

15. TSN CONTENT AND MEMBER CONTENT LICENSE

15.1. Subject to your compliance with these Terms, TSN grants you a limited, non-exclusive, non-transferable license to:

15.1.1. Access and view any TSN Content solely for your personal purposes and;

15.1.2. Access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes.

15.2. You have no right to sublicense the license rights granted in this section.

15.3. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or

controlled by TSN or its licensors, except for the licenses and rights expressly granted in these Terms.

16. **MEMBER CONTENT**

16.1. We may, in our sole discretion, permit you to post, upload, public, submit or transmit Member Content. By making available any Member Content on or through the Site, Services, or through TSN promotional campaigns, you hereby grant to TSN a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site and Services. TSN does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

16.2. You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Services or through TSN promotion campaigns. Accordingly, you represent and warrant that:

16.2.1. You either are the sole and exclusive owner of all Member Content that you make available through the Site, Services or through TSN promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to TSN the rights in such Member Content, as contemplated under these Terms; and

16.2.2. Neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or TSN's use of the Member Content (or any portion thereof) on, through or by means of the Site, the Services or TSN promotional campaigns will infringe, misappropriate or violate a third party's

patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

17. LINKS

17.1. The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that TSN is not responsible or liable for:

17.1.1. The availability or accuracy of such websites or resources; or

17.1.2. The content, products or services on or available from such websites or resources.

17.2. Links to such websites or resources do not imply any endorsement by TSN of such websites or resources or the content, products or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

18. FEEDBACK

18.1. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services, as well as reviews for Listings (“**Feedback**”). You may submit Feedback by emailing us, through the “Contact” section of the Site or by other means of communication.

18.2. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of TSN and you hereby irrevocably assign to TSN and agree to irrevocably assign to TSN all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade

secret, moral and other proprietary or intellectual property rights therein, and waive any rights you may have in such Feedback.

18.3. At TSN's request and expense, you will execute documents and take such further acts as TSN may reasonably request to assist TSN to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

19. **COPYRIGHT POLICY**

19.1. TSN respects copyright law and expects its users to do the same. It is TSN's policy to terminate in appropriate circumstances the TSN Accounts of Members or other account holders who repeated infringe or are believe to be repeatedly infringing the right of copyright holders.

20. **TERM AND TERMINATION, SUSPENSION AND OTHER MEASURES**

20.1. *TERM*

20.1.1. These Terms shall be effect for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or TSN terminate these Terms as described below.

20.2. *TERMINATION FOR CONVENIENCE*

20.2.1. You may terminate these Terms at any time via the "Disable / Delete Listing" feature on the Site or by sending us an email. If you cancel your TSN account as an Owner, any confirmed Bookings must be honoured.

20.2.2. If you cancel your TSN Account as a Client, any confirmed Booking will be automatically cancelled and any refund will depend upon the terms of the applicable cancellation policy.

20.2.3. Without limiting our rights specified below, TSN may terminate these Terms for convenience at any time by giving you 30 days' notice via email to your registered email address.

20.3. *TERMINATION FOR BREACH, SUSPENSION AND OTHER MEASURES*

20.3.1. TSN may immediately, without notice, terminate these Terms if:

20.3.1.1. You have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms;

20.3.1.2. You have provided inaccurate, fraudulent, outdated or incomplete information during the TSN Account registration, or Listing process or thereafter;

20.3.1.3. You have violated applicable laws, regulations or third party rights; or

20.3.1.4. TSN believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, TSN or third parties, for fraud prevention, risk assessment, security or investigation purposes.

20.3.2. In addition, TSN may deactivate or delay Listings, reviews or other Member Content, cancel any pending or confirmed Bookings, limit your use of or access to your TSN Account and the Site or Services, temporarily or permanently revoke any special status associated with your TSN Account, or temporarily or permanently suspend your TSN Account if:

20.3.2.1. You have breached these Terms or our Policies, including material and non-material breaches and receiving poor ratings from Owners or Clients; or

20.3.2.2. TSN believes in good faith that such action is reasonably necessary to protect the safety or property of Members, TSN or third parties, for fraud prevention, risk assessment, security or investigation purposes.

20.3.3. If we take any of the measures described in paragraph 22.3, we may:

20.3.3.1. Communicate to your Clients or Owners that a pending or confirmed Booking has been cancelled;

20.3.3.2. Support your Clients, on an exceptional basis, in finding potential alternative Accommodations, and;

20.3.3.3. Deem that you will not be entitled to any compensation for confirmed Bookings that were cancelled.

20.3.4. In case of non-material breaches and where appropriate, you will be given notice of any measure by TSN and an opportunity to resolve the issue to TSN's reasonable satisfaction.

20.4. *CONSEQUENCES*

20.4.1. If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback.

20.4.2. When this Agreement has been terminated, you are not entitled to a restoration of your TSN Account or any of your Member Content. If you access to or use of the Site and Services has been limited or your TSN Account has been suspended or this Agreement has been terminated by us, you may not register a new TSN Account or attempt to access and use the Site and Services through other TSN Accounts.

20.5. *SURVIVAL*

20.5.1. If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

21. **DISCLAIMER / OWN RISK**

21.1. If you choose to use the Site, Services or Collective Content or participate in the referral program, you do so at your sole risk.

- 21.2. You acknowledge and agree that TSN does not have an obligation to conduct background or registered sex offender checks on any Member, including, but not limited to, Clients and Owners, but may conduct such background or registered sex offender checks in our sole discretion, to the extent permitted by applicable laws and if we have sufficient information to identify a member. If we choose to conduct such checks, to the extent permitted by applicable law, we disclaim any warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future.
- 21.3. The Site, Services and Collective Content are provided “as is”, without warranty of any kind, either express or implied. Without limiting the foregoing, TSN explicitly disclaims any warranties or merchantability, satisfactory quality, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. TSN makes no warranty that the Site, Services, Collective Content, including, but not limited to, the Listings or any Accommodations will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- 21.4. TSN makes no warranty regarding the quality of any listings, accommodations, Owners, Clients, the Services of Collective Content or the accuracy, timelines, truthfulness, completeness or reliability of any collective content obtained through the Site or Services.
- 21.5. No advice or information, whether oral or written, obtained from TSN or through the Site, Services or Collective Content, will create any warranty not expressly made herein.
- 21.6. You are solely responsible for all of your communications and interactions with other users of the Site or Services and with other persons with whom you

communicate or interact as a result of your use of the Site or Services, including, but not limited to, any Owners or Clients.

- 21.7. You understand that TSN does not make any attempt to verify the statements of users of the Site or Services or to review or visit any Premises.
- 21.8. TSN makes no representations or warranties as to the conduct of Members of the Site or Services or their compatibility with any current or future Members of the Site or Services.
- 21.9. You agree to take reasonable precautions in all communications and interactions with other Members of the Site or Services and with other persons with whom you communicate or interact as a result of your use of the Site or Services, including, but not limited to, Clients and Owners, particularly if you decide to meet offline or in person, regardless of whether such meetings are organised by TSN.
- 21.10. TSN explicitly disclaims all liability for any act of omission of any Client or other third party.

22. **LIMITATION OF LIABILITY**

- 22.1. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services and Collective Content, your Listing or Booking of any Premises via the Site and Services and any contact you have with other users of TSN, whether in person or online, remains with you.
- 22.2. TSN shall not be liable for damages, claims or loss of any nature, howsoever caused, including injury or death, and regardless of how such may arise, including whether such flow directly or indirectly from the use of, or involvement with, TSN, or its services.

22.3. In addition, and without limiting the general application of 34.2 above, neither TSN nor any other party involved in creating, producing or delivering the Site, Services, or Collective Content will be liable for, but not limited to, any incidental, special or consequential damages, including loss of profits, loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury, or emotional stress, arising out of or in connection with these Terms, from the use of or inability to use the Site, Services or Collective Content, from any communications, interactions or meetings with other users of the Site or Services or other users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services or from your Listing or Booking of any Premises via the Site and Services, whether based on warranty, contract, delict, manufacture liability or any other legal liability and whether or not TSN has been informed of the possibility of such.

22.4. Neither TSN nor any other party involved in creating, producing or delivering the Site, Services, or Collective Content will be liable for any incidental, special or consequential damages, including loss of profits, loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury, or emotional stress, arising out of or in connection with these Terms, from the use of or inability to use the Site, Services or Collective Content, from any communications, interactions or meetings with other users of the Site or Services or other users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services or from your Listing or Booking of any Premises via the Site and Services, whether based on warranty, contract, delict, manufacture liability or any other legal liability and whether or not TSN has been informed of the possibility of such.

23. **INDEMNIFICATION**

23.1. You agree to indemnify TSN and its affiliates, and their officers, directors, employees and agents harmless from and against any claims, liabilities, damages, losses and expenses, including reasonably legal and accounting fees, arising out of or in any way connected with:

23.1.1. Your access to or use of the Site, Services or Collective Content or your violation of these Terms;

23.1.2. Your Member Content;

23.1.3. Your:

23.1.3.1. Interaction with any Member;

23.1.3.2. Booking of a Premises; or

23.1.3.3. Creation of a Listing; and

23.1.3.4. letting, Conditional Booking or Confirmed Booking of a Premises by you, including but not limited to any injuries, losses or damages of any kind arising in connection with or as a result of a Booking or use of a Premises;

23.1.3.5. use, Conditional Booking or Confirmed Booking of a Premises by you or any Occupants, including but not limited to any injuries, losses or damages of any kind arising in connection with or as a result of a Booking or use of a Premises;

24. **NOTICES**

24.1. The Client appoints the Premises as his address for all purposes during the Occupation Period.

24.2. All notices to be given to the Client during the Occupation Period shall be in writing and hand delivered to the Premises and otherwise sent by e-mail or fax at the address set out in the Booking Platform.

24.3. All notices to be given to the Owner relative to the Lease Agreement should be in writing and hand delivered to the Owner at the address and number appearing on the Booking Platform.

25. RECOVERY OF OUTSTANDING AMOUNTS AND COSTS

25.1. Overdue amounts due by the client to the Owner shall bear interest at the prime rate of interest charged from time to time by any authorised banking institution of South Africa, plus 3% thereon, which rate may be proved by a certificate from any duly authorised official of said bank and shall constitute *prima facie* proof of the contents thereof. Such certificate may be used for the purpose of legal proceedings.

25.2. A certificate by any duly authorised employee of the Owner or by any of its members shall be *prima facie* proof as to the outstanding amount due and payable by the Client to it in terms hereof. Such certificate may be used for the purpose of legal proceedings.

25.3. In the event of the Owner incurring any legal costs in respect of any amounts due to it by the Client, the Client shall be liable for said costs on a scale as between attorney and own Client.

26. APPLICABLE LAW

The Lease Agreement, these Terms and all other agreements entered into between the Owner and the Client pursuant thereto, shall be governed according to the laws of the Republic of South Africa, irrespective of the place where the Lease Agreement/Terms/agreements were entered into.

27. JURISDICTION

Should any dispute arise between the Client and the Owner, the parties hereby consent to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town.