



SoluDev

Terms and Conditions

1. Introduction

When you ('the User') visit or use this website/software platform, the User will be deemed to have accepted and agreed to be bound by the terms and conditions set out below ('terms and conditions').

SoluDev may, at any time and without notice, amend the terms and conditions.

Any reference in the terms and conditions to SoluDev means SoluDev (pty) Ltd as well as any subsidiary of SoluDev (pty) Ltd, to the extent any such subsidiary acts in any capacity contemplated by these terms and conditions.

2. Financial Products

SoluDev acts solely as a facilitator and/or broker in relation to the provision of the financial products referred to on this website/software platform.

The provision of the financial products referred to on this website/software platform is subject to the registration procedures and approvals criteria stipulated by the relevant third party product provider(s).

SoluDev has no authority to bind any third party product provider, nor does it purport to do so. All information regarding the financial products referred to on this website/software platform, including information in respect of the terms and conditions applicable to such financial products and services, interest rates or any other matter is intended as a guideline only and is subject to change without notice.

The terms and conditions which will apply to any financial product purchased by you from any third party product provider will be the terms and conditions set out in the written document relating to such financial product finally issued by the third party product provider at the time of purchase.

If the User's application for any financial product is a joint application or involves another party such as a surety, these terms and conditions will also apply to such other applicant or another party, and the User warrants that the User will inform such other applicant or another party of these terms and conditions.

3. Property development and sales facilitation website/software platform

The soluDev Website/Software platform has been developed as a cloud based digital set of tools to enhance/optimize the residential development and sales process. It serves as a facilitation to an existing business process to foster effective collaboration between various project team members/stakeholders as well as ensuring proper records are kept in terms of projects document/data gathering and storing.



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These tools include but not limited to and can be changed from time to time without prior notice to the User.

- On boarding and compliance checks (services providers and project developers)
- Project development opportunity Due-Diligence
- Project Development Management system
- Property digital marketing and sales administration/facilitation system
- Funding facilitation system
- SoluDev staff facilitation (in system, telephone, online meetings, in person) – for the purpose of development management, asset finance or funding applications, bond applications, property marketing and sales, conveyancing.

The User therefore acknowledges that any claims resulting from a defective product or service provided by any third party within the software platform shall be directed to such product or services provider. The User may exercise their right to institute legal action or claims against SoluDev if any such defect in the provision of product is proven to be as a direct result of the Soludev website/software platform default. It must be noted that the website/software platform is reliant on digital coding and is subject to intermittent faults/bugs in which case SoluDev will endeavor to rectify or ensure repair of such fault/bug timeously and within the scope provided by SoluDev software protocols.

The User also acknowledges that in the event that the SoluDev website/software platform service is interrupted (for whatever period of time) as a result of any third party hosting platform or internet service default/defect/maintenance it may not hold SoluDev responsible or institute any legal action or legal claims as a result of such third party server delays or downtime.

4. Residential Property Development services

SoluDev acts solely as a facilitator and/or broker in relation to the provision of the residential property development products and services referred to on this website/software platform.

The provision of the products and services referred to on this website/software platform is subject to the registration procedures and approvals criteria stipulated by the software and the relevant third party product and service provider(s).

SoluDev has no authority to bind any third party product or service provider, nor does it purport to do so.

All information regarding the products and services referred to on this website/software platform, including information in respect of the terms and conditions applicable to such products and services for example interest rates, property developmental costs, or any other matter is intended as a guideline only and is subject to change without notice.

The terms and conditions which will apply to any product and service purchased by you from any third party product provider will be the terms and conditions set out in the written document relating to such product or service finally issued by the third party product or services provider.



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If the User's application for any product or service is a joint application or involves another party such as a surety, these terms and conditions will also apply to such other applicant or another party, and the User warrants that the User will inform such other applicant or another party of these terms and conditions.

5. Residential Property Sales Facilitation service

It must be noted by the User that SoluDev is not a certified Property Practitioner and is not subject to the Property Practitioners Act 22 of 2019 and purely facilitates the property sales process through administrative software and back office support. All physical interaction (eg. showings, viewings, signing of contracts with property buyers) is outsourced to qualified property practitioners whose company, principle and agents hold valid Fidelity Fund certification through the Estate Agencies Affairs Board or any such authority determined by the laws and government of South Africa. SoluDev charges a facilitation fee which is agreed on (prior to) and deductible from the overall commission paid to the compliant Estate agency/agent by the developer/seller in respect of all sales. Similarly all conveyancing, transfer, registration of property is outsourced to compliant/qualified conveyancing attorneys and facilitated through the SoluDev Platform.

6. Disclaimer

SoluDev accepts no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the website/software platform (or any of the pages therein contained) and/or transactions or actions resulting therefrom. Accordingly, any use of the information made available by means of the website/software platform is entirely at the User's own risk and it is the User's sole responsibility to evaluate the currency, accuracy, completeness and usefulness of all such information prior to relying on the same.

SoluDev does not endorse the views, opinions and recommendations included in any website/software platform linked to this website/software platform or any third party product/services provider.

All calculations done through the use of software or calculators supplied on these pages, including but not limited to bond repayment calculations, project feasibility studies, project building estimates, professional services fees are guidelines only and are subject to final confirmation by the third party product or services provider, if and when, a transaction between the User and the third party product or services provider is concluded.

7. Information Transmission

Whilst SoluDev endeavours to protect the User's information from observation by any third party during transit, use of the website/software platform is entirely at the user's risk. SoluDev gives no warranties and will not be liable for any damage or costs the User might incur as a result of unauthorised viewing of the User's information.



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SoluDev does not guarantee uninterrupted or error-free information and/or the security of this website/software platform or that of any stored visitor data.

8. Information furnished by the User

When the User applies for any financial product referred to on this website/software platform, the information furnished by the User to SoluDev will be disclosed to the relevant third party product providers as part of the relevant application process(es).

The User warrants that all information furnished by the User (whether in relation to the User or any other party) to SoluDev as part of this process will be truthful, accurate, current and complete. Information furnished by the User to SoluDev may also be used by SoluDev to provide the User with information in regard to SoluDev's (or its authorized contracted partners) other products and services.

9. Intellectual Property

Copyright subsists in all material on this website/software platform. Unauthorized usage thereof shall constitute an offence and shall render the offender liable to prosecution.

The User may not sub-license, resell, republish (including internet posting, electronic mailing, faxing, archiving in a public database, redistributing via a computer network, or in a printed form to third parties), reproduce, retransmit, disseminate, sell, broadcast, commercially exploit, adapt or circulate any information on (or accessed via) the website/software platform without the express written consent of SoluDev (which consent may be refused at SoluDev's sole and absolute discretion).

Without limiting the generality of the aforesaid, the User may not reproduce or distribute, or substantially copy any information or service from the website/software platform onto the User's own server, or link to this website/software platform, without the prior written permission of SoluDev (which consent may be refused at SoluDev's sole and absolute discretion).

SoluDev (including its information providers) are the sole and exclusive owners of all right, title and interest in and to the intellectual property rights inherent to, or contained in, the website/software platform (including but not limited to trademarks, copyrights, patents, trade names and trade secrets), as well as all proprietary information and services listed on (and/or accessed via) the website/software platform, including information and services relating to property listings, home valuations, financial wizards and underlying databases.

10. Abuse of SoluDev website/software platform

The User may not use the website/software platform in any manner that could damage, disable, overburden, or impair any SoluDev server, or the network(s) connected to any SoluDev server, or interfere with any other party's use of the website/software platform.



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The User may not attempt to gain unauthorized access to any products, services, other accounts, computer systems or networks connected to any SoluDev server or to any of the products or services through hacking, password mining or any other means.

The User are expressly prohibited from posting on or transmitting to or from this website/software platform any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under any law.

The User may not use the website/software platform in any manner for the purposes of conducting any business that is in competition with the business of SoluDev, including any bond origination or insurance broking business, whether by spamming, forwarding the User's contact details and other business related information to any estate agent that has listed any property on this website/software platform, or otherwise.

Without limiting the rights and remedies of SoluDev, SoluDev may deny the User access to all or part of this website/software platform without notice if the User engages in any conduct or activities that SoluDev believes in its sole and absolute discretion are contrary the import and intent of this restriction.

11. Legal

The laws of the Republic of South Africa will govern these terms and conditions.

The User hereby consents and submits to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from these stated terms and conditions.

Legal notices and other legal documentation addressed to SoluDev must be sent by registered post or delivered by hand to the address nominated below, which we choose as our domicilium citandi et executandi:

**Unit no 15 Mooigezicht complex
Waterkloof Circle, De Bron
Bellville
Cape Town
7530**

Notices delivered to SoluDev will be deemed to be received: by hand - at the time of delivery, registered post - 14 (fourteen) days from posting.

The User may not send any notice or legal document to SoluDev by fax or SMS or email.



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These terms and conditions constitute the entire agreement between SoluDev and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by SoluDev from the User. Save as provided in clause 1, no variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by SoluDev and the User or their duly authorized representatives.

Any failure by SoluDev to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

A certificate issued by an administrator of this website/software platform shall constitute prima facie proof of any fact related to this website/software platform, including but not limited to which version of the terms and conditions govern a particular dispute and what content was published or functionality was available on the website/software platform at a specific point in time.