

Website Terms and Conditions

Envisual Properties Proprietary Limited

Draft dated 21 October 2026 | Effective from first publication on the Website

These Terms and Conditions explain how you may use our Website and its property information, and the responsibilities that apply to you and Envisual Properties. They govern website use; a property transaction or professional appointment is governed by its own agreement and applicable law.

Please pay particular attention to clauses 4 to 6 on property and financial information, clause 12 on limitations of liability and clause 13 on responsibility for unlawful use. These provisions may affect your rights. Nothing in these Terms removes a right or remedy that the law does not permit us to exclude.

1 About Envisual Properties and these Terms

- 1.1 The Website is operated by Envisual Properties (Pty) Ltd, registration number 2020/906092/07, a private company incorporated in South Africa. In these Terms, “Envisual”, “we”, “us” and “our” refer to that company; “you” and “your” refer to a person using the Website.
- 1.2 “Website” means www.envisualproperties.co.za and any development website that we operate and on which these Terms are expressly published or incorporated by a clear link. “Content” includes listings, text, images, videos, renders, plans, brochures and other material made available through the Website.
- 1.3 These Terms do not automatically apply to independently operated development websites, property portals or social media platforms. Those services may have their own terms.

2 Contact details

- 2.1 You may contact us with website queries, requests for permission to use Content, reports of inaccurate information or complaints using the following details:

Registered and physical address: 2 Picardie Street, Courtrai, Paarl, 7646, South Africa

Telephone: +27 (0)21 891 3382

Email: info@envisualproperties.co.za

Website: www.envisualproperties.co.za

3 Using the Website

- 3.1 Please read these Terms before using the Website. By using it after having a reasonable opportunity to read these Terms, you agree to them to the extent that an agreement is validly formed under applicable law. If you do not agree, please discontinue use. You may download or print a copy for your records.
- 3.2 If you act for another person or organisation, you must have the authority to do so. You must provide accurate enquiry details and may not impersonate another person.
- 3.3 Browsing, downloading a brochure, requesting a viewing or submitting an enquiry does not, by itself, reserve a property, create a mandate, appoint Envisual as your adviser or conclude a sale, lease or other property agreement. Any appointment or transaction remains subject to its own terms and applicable legal formalities.

4 Listings and property information

- 4.1** We take reasonable care when preparing and updating listings. Some information is supplied by sellers, landlords, developers or other sources and may require confirmation. Please report a suspected error so that we can investigate and make appropriate corrections.
- 4.2** Prices, rental amounts and availability may change before a binding agreement is concluded. A property may be sold, let, reserved or withdrawn before its listing is updated. A listing is an invitation to enquire and is not, by itself, an offer capable of acceptance.
- 4.3** Erf sizes, floor areas, dimensions, boundaries, rates, levies and other figures are indicative unless expressly identified as verified. Measurement methods may differ. Obtain the relevant approved plans, title documents, levy statements or other records where these matters are material to your decision.
- 4.4** Photographs, videos and virtual tours show a property at a particular time. Furniture, decor, appliances and other items pictured are included only where expressly agreed. Images may be professionally edited or virtually staged; any material alteration should be identified in the relevant marketing material.
- 4.5** Before committing to a property, confirm its material features, condition, permitted use and costs with the relevant practitioner and, where appropriate, an independent professional. This does not reduce our duty to provide accurate information, disclose material facts or comply with the law. These Terms do not replace any mandatory property disclosure form.
- 4.6** Please obtain written clarification of what a quoted price includes, particularly VAT or transfer duty, conveyancing charges, bond costs and other transaction expenses. Any advertised cost inclusion or exclusion applies only as expressly stated and lawfully agreed.

5 Developments and illustrative material

- 5.1** Architectural renders, concept images, illustrative plans and artist impressions may depict a proposed outcome. Where identified as illustrative, they are not photographs of completed works and may include landscaping, furnishings, views or finishes that are not included in the purchase price.
- 5.2** Proposed facilities, layouts, finishes and completion dates must be read with the relevant development disclosures, approved plans, specifications and transaction agreement. Any change remains subject to that agreement and applicable law; these Terms do not give a developer an unrestricted right to alter what has been promised.
- 5.3** Confirm whether an advertised opportunity is vacant land, a completed property or a plot-and-plan package. A vacant-land price does not include a completed home or construction costs unless the listing expressly states otherwise. Building obligations and estate rules are governed by the relevant transaction and estate documents.

6 Calculators and financial information

- 6.1** Where provided, repayment calculators, currency conversions, rental estimates, yield projections and similar tools give general illustrations based on stated or assumed inputs. Actual interest rates, exchange rates, lender criteria, costs and property performance may differ.

- 6.2** An illustration is not a credit approval, valuation, guaranteed return or assurance of future capital growth or rental income. General Website content does not constitute personalised legal, tax, financial or investment advice. Obtain advice appropriate to your circumstances before relying on a calculation or projection.
- 6.3** Prices are expressed in South African rand unless another currency is expressly stated. Any alternative currency figure is indicative unless a binding agreement expressly provides otherwise.

7 Copyright and intellectual property

- 7.1** Rights in the Website and Content belong to Envisual or their respective owners or licensors. Publication does not transfer ownership or grant rights beyond the limited permission in clause 7.2. Third-party photographs, plans and development branding remain subject to their owners' rights.
- 7.2** You may view, download and print Content made available for that purpose for your personal property search, or for a genuine property enquiry on behalf of your organisation. You may share an unaltered listing or brochure privately with a co-purchaser or professional adviser, retaining ownership notices and source details.
- 7.3** Commercial republication, bulk extraction, reuse in another listing, modification, framing or use of branding that suggests an unauthorised association requires the relevant rights holder's prior written permission, unless applicable law permits that use. Please direct permission requests to us.

8 Lawful use and website security

- 8.1** You must use the Website lawfully and respect the rights of others. You may not submit fraudulent, unlawful or abusive material; introduce malicious software; attempt unauthorised access; interfere with security or availability; or collect personal information from the Website for unlawful or unsolicited marketing.
- 8.2** You may not use automated tools to copy listings or extract data in a way that infringes rights, circumvents access controls or unreasonably burdens the Website. Ordinary search-engine indexing is permitted subject to our published technical access instructions.
- 8.3** If you identify a security concern, please notify us without exploiting it or accessing information that you are not authorised to access. We may take proportionate steps to restrict misuse and protect users, subject to applicable law.

9 Privacy and marketing communications

- 9.1** Our Privacy Policy, available through the Website, explains what personal information we collect, why we process it, who may receive it, how long it is retained and how you may exercise your rights. Please read that policy alongside these Terms.
- 9.2** We may use your enquiry details to respond and arrange relevant follow-ups as described in the Privacy Policy. Accepting these Terms or browsing the Website does not, by itself, amount to consent to electronic direct marketing. Such marketing is sent only with the required consent or another applicable lawful basis.
- 9.3** Cookies and similar technologies may support website operation, security, traffic measurement and advertising, as described in our Privacy Policy and any applicable cookie notice. You may manage browser settings and any preferences offered on the Website. Where consent is required, continued browsing alone does not replace that consent.

10 External websites and service providers

- 10.1** The Website may link to property portals, developers, finance providers or other external services. Their terms and privacy notices apply to their services. A link does not, on its own, imply that we endorse all their content or guarantee their performance.
- 10.2** Unless expressly stated otherwise in a separate agreement, a third party remains responsible for its own services and contractual obligations. This does not exclude any responsibility that Envisual has under applicable law for its own conduct, representations or appointments.

11 Availability and electronic communications

- 11.1** We aim to keep the Website functional and secure, but access may be affected by maintenance, network failures, cyber incidents or other interruptions. We do not promise uninterrupted or error-free access. Please use our telephone or email details if an online enquiry cannot be submitted.
- 11.2** An automated acknowledgement confirms receipt of an enquiry only; it does not confirm property availability, acceptance of an offer or approval of an application. Transaction documents and communications must satisfy any applicable legal and contractual requirements.
- 11.3** Before transferring funds, independently verify banking details with the relevant authorised recipient using a trusted contact number. Do not rely solely on an unexpected email or message advising that banking details have changed. This precaution does not transfer responsibility for our own security failures to you.

12 Limitations of liability and your statutory rights

- 12.1 This clause limits certain claims relating to Website use. It must be read with the protections in clause 12.3 and does not remove obligations imposed on us by law.**
- 12.2** To the extent permitted by law, Envisual is not liable for indirect or consequential loss, including loss of profit or business opportunity, arising from an interruption to the Website, inability to access it or reliance on general illustrative tools. This exclusion applies only where it is lawful, fair and reasonable in the circumstances.
- 12.3 No provision excludes or limits liability for fraud, wilful misconduct, gross negligence, or any other liability that cannot lawfully be excluded or limited. We do not exclude statutory duties concerning accurate marketing, personal information, security or the services we provide. Rights and remedies under applicable consumer and property legislation remain available.**
- 12.4** A statement that information is indicative or requires confirmation does not permit us to make a false or misleading representation, conceal a material fact or avoid a legal duty. Website terms do not override an express undertaking in a binding transaction agreement.

13 Responsibility for unlawful use

- 13.1 To the extent permitted by law, you are responsible for reasonable, proven losses directly caused by your fraudulent or unlawful use of the Website, or your intentional infringement of another person's intellectual property rights. Any claim must establish the loss, your fault and the causal connection.**

- 13.2** You are not responsible under this clause for loss caused by our own negligence, breach of duty, fraud or misconduct, or that of another person for whom you are not legally responsible. There is no automatic obligation to defend a claim, pay an unproven demand or surrender a defence available to you.

14 Changes to the Website and these Terms

- 14.1** We may update Website content and revise these Terms when reasonably necessary to reflect changes in services, technology or legal requirements. A revised version will identify its effective date. We will give any notice required by law and draw material changes to users' attention where reasonably practicable.
- 14.2** Revisions apply prospectively and do not retrospectively alter accrued rights, existing claims or separately concluded agreements. Continued use following reasonable notice may indicate acceptance where legally effective; any change requiring express agreement will be handled accordingly.

15 Complaints and governing law

- 15.1** Please send a website complaint to info@envisualproperties.co.za with the relevant listing reference or page address and a description of the issue. We will consider it and seek to resolve it within a reasonable time.
- 15.2** These Terms are governed by South African law. A dispute may be referred to a South African court with jurisdiction, subject to any mandatory law that applies. Nothing requires you to use a particular court where the law gives you another choice.
- 15.3** You may approach an appropriate regulator, ombud, tribunal or court where entitled to do so, including the Property Practitioners Regulatory Authority for a matter within its jurisdiction or the Information Regulator for a personal information complaint. Contacting us first is encouraged but does not suspend a legal deadline or remove a statutory remedy.

16 General provisions

- 16.1** If a provision is unlawful or unenforceable, it will be severed or limited only to the extent necessary, provided the remaining Terms can fairly continue. An interpretation that preserves a mandatory legal protection takes precedence over one that removes it.
- 16.2** A delay in enforcing a right is not, by itself, a waiver of that right. A waiver must be clear and is limited to the matter for which it is given.
- 16.3** These Terms address Website use only. A signed mandate, sale agreement, lease or other service agreement governs its own subject matter. Nothing in these Terms excludes liability for a misrepresentation or limits evidence or remedies that applicable law requires to remain available.