



Clearwater Mall WiFi Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WIRELESS INTERNET SERVICES PROVIDED BY CLEARWATER MALL.

1.1 Agreement

- 1.1.1 The wireless internet services ("**the Services**") provided by Hyprop Investments Limited ("**we**", "**us**" or "**our**") at Clearwater Mall ("**the Shopping Centre**") are services which may be made available to the user ("**you**" or "**your**") from time to time for limited personal use in the Shopping Centre.
- 1.1.2 This agreement sets out the terms and conditions upon which you may access and use the Services ("**the Agreement**"). From time to time we may, in our sole discretion, update and amend this Agreement. If we do update and amend this Agreement, you will be notified thereof prior to your continued use of the Services.
- 1.1.3 In order to use the Services when they are available, you will simply need to access the Services with your computer, mobile or other wireless internet- enabled device, provide your name and contact details and agree to this Agreement and to the Shopping Centre's privacy policy, available at <https://clearwatermall.co.za/privacy-policy> ("**the Privacy Policy**").
- 1.1.4 You acknowledge and agree that there are security, privacy and confidentiality risks inherent in wireless communication and technology and, in using the Services, you agree to accept such risks.
- 1.1.5 You hereby agree that the use of the Services is entirely at your own risk.
- 1.1.6 By using the Services and by agreeing to these terms, you acknowledge that you have read and understood the terms of this Agreement and the Privacy Policy and you agree to be bound by the terms and conditions thereof.

1.2 The Services

- 1.2.1 The Services are provided by us on our network which consists of, amongst other things, information technology and telecommunication systems which are either owned by us or by third party service providers appointed by us to provide the Services.
- 1.2.2 When and as available, we will allow you the non-exclusive access to the Services whilst at the Shopping Centre. We cannot guarantee your continuous connectivity to the Services.
- 1.2.3 Once you have logged onto the WiFi captive portal at the Shopping Centre, should you enter any shopping centre owned or co-owned by Hyprop Investments Limited (collectively referred to as the "**WiFi Centre**") you will automatically be connected to the WiFi captive portal of that WiFi Centre.
- 1.2.4 Your use of the Services may be limited by the number and/or type of device used by you in order to access the Services as well as your duration of use.

- 1.2.5 The Services are not intended to be a high performance internet services, and you must make alternative arrangements if that is what you require. You acknowledge that we:
- 1.2.5.1 are not under any obligation to provide the Services;
 - 1.2.5.2 are not liable for and are not obliged to remedy any faults, malfunctions, issues or problems with the Services;
 - 1.2.5.3 do not guarantee that the Services will be continuous, stable, fault-free, timely, reliable, operational or suitable for supporting your intended use; and
 - 1.2.5.4 are not liable for any loss or damage caused by or contributed to, either directly or indirectly, from your use of the Services. You are responsible for all of your activity in connection with the Services.
- 1.2.6 The Services are not supplied for the purpose of, and are not suited to, large downloads. We have therefore imposed download limits. If you exceed those limits, then you may not be able to access the Services. The provision of bandwidth in respect of the Services shall be provided at our discretion and your usage thereof may be terminated by us at any time and without notice.
- 1.2.7 We may access, read, preserve and process any information (including by monitoring, intercepting and logging transmissions across the Services, location tracking and matching of device identifiers such as IP addresses) in order to:
- 1.2.7.1 understand your interests and behaviour so that we can provide you with more effective communications and Services;
 - 1.2.7.2 remember you and personalise and customise your use of the Services;
 - 1.2.7.3 track your location in the Shopping Centre;
 - 1.2.7.4 carry out statistical and other analyses to identify potential markets and trends and evaluate and improve our business;
 - 1.2.7.5 assess your individual requirements;
 - 1.2.7.6 provide rewards for loyalty;
 - 1.2.7.7 enhance our performance;
 - 1.2.7.8 satisfy any law or regulation;
 - 1.2.7.9 enforce this Agreement, including an investigation into a potential breach of this Agreement;
 - 1.2.7.10 detect, prevent or otherwise address fraud, security or any other technical issues.
- 1.2.8 The Privacy Policy is available at <https://clearwatermall.co.za/privacy-policy>. The Privacy Policy sets out, amongst other things, how we process your personal information and how your personal information is used.
- 1.2.9 We reserve the right to apply traffic shaping as we, in our sole discretion, consider necessary to provide the Services in a fair and stable manner to our customers. Since electronic services are subject to interruption, breakdown and failure, access to the Services is offered on an 'as is' and 'as available' basis only. Technical support services are not provided.

1.3 Acceptable Use by You

- 1.3.1 The Services shall only be used by you for lawful purposes.
- 1.3.2 Without derogating from clause 1.3.1 above, when using the Services, you shall ensure that you do not use the Services for any inappropriate purpose, including, without limitation, the following:
- 1.3.2.1 to transmit, access or download defamatory, offensive, obscene or pornographic material;
 - 1.3.2.2 to reveal or publish proprietary, classified or confidential information;
 - 1.3.2.3 to breach or attempt to breach any law;
 - 1.3.2.4 to infringe a third party's intellectual property rights;

- 1.3.2.5 to penetrate or attempt to penetrate the computer or network security of any company or any other information technology, data or telecommunications system, equipment or network;
- 1.3.2.6 to introduce any computer virus, Trojan horse, worm or other code which is intended to or would have the effect of intercepting, accessing, copying, disrupting, impairing, denying or otherwise adversely affecting security, performance, integrity, reliability, access to or use of any information technology, data or telecommunications system, equipment or network;
- 1.3.2.7 to obtain any unauthorised access (or attempted access) to any other person's computer, email account or equipment;
- 1.3.2.8 to harm or threaten to harm any person or entity in any way;
- 1.3.2.9 to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted via the Services;
- 1.3.2.10 to abuse and/or misuse the Services in any manner; or
- 1.3.2.11 for any purpose which prejudices or damages our reputation or the Shopping Centre.

1.3.3 Your internet access through the Services is filtered and we may block or restrict access to certain websites based on our policies. Any content deemed illegal or unlawful by us may be blocked.

1.4 **Intellectual Property**

You acknowledge that all rights, title and interest in any intellectual property right in relation to the Services, including without limitation the look and feel, data, information, text, graphics, images, photographs, designs, trademarks, trade names, URLs and content provided by third parties that are licensed to us, is owned by us or our third party licensors (as may be applicable). All rights are reserved and any rights not expressly granted herein are expressly withheld.

1.5 **Security**

1.5.1 You acknowledge and agree that there are inherent security risks associated with using a wireless internet service, and that use of the Services is solely at your own risk. We recommend that you take any necessary measures to protect the security of your devices and data, including using secure transmission techniques (such as encryption, backups and personal firewalls).

1.5.2 Neither we nor the Shopping Centre guarantee or make any representation that

1.5.2.1 the Services;

1.5.2.2 the device you use to access the Services; and

1.5.2.3 any transmission you make or receive using the Services,

will be safe, secure and protected against any loss, damage, interception, viruses, hacking or any other risk.

1.6 **Exclusion of Liability and Indemnity**

1.6.1 By using these Services you hereby agree that:

1.6.1.1 You use these Services solely at your own risk;

1.6.1.2 Neither we nor our agents or employees shall be liable for any loss of life or injury to person or any damages whatsoever (including without limitation, consequential damages and loss of

profit) which you or any other person may suffer as a result of any cause whatsoever and you hereby indemnify us against liability for any damages whatsoever (including without limitation, consequential damages and loss of profit) which you or any other person may suffer as a result of using or accessing the Services, irrespective of the cause;

1.6.1.3 No action by us, including in particular the provision of the Services at the Shopping Centre, shall be construed in any way whatsoever as an acceptance by us of any responsibility whatsoever towards you or any other person;

1.6.1.4 You assume sole responsibility for any theft, loss, damage, harm or corruption of your device and/or the content on your device.

1.7 **How to Opt Out**

Should you want to opt out of this Agreement and to the WiFi, you may do so under the WiFi captive portal.

1.8 **General**

1.8.1 This Agreement constitutes the whole agreement between the parties in relation to the subject matter thereof and we shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

1.8.2 Neither this Agreement nor any part, or interest therein or any rights or obligations hereunder may be ceded, assigned, or otherwise transferred by you.

1.8.3 If any provision of this Agreement is found by a competent court to be invalid, illegal, or unenforceable for any reason, you agree that any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the parties' intentions.

1.8.4 Any failure or delay by us to enforce or exercise any term of this Agreement or any right or remedy under this Agreement shall not operate as a waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy by us. Our rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided at law.

1.8.5 This Agreement is governed by and construed in accordance with the laws of South Africa. You irrevocably agree to submit any dispute arising out of or relating to this Agreement to the non-exclusive jurisdiction of the courts of South Africa.