

## TERMS OF SERVICE

These Terms of Service ("Terms") govern your use of Invest Rent Grow ("the Company"), a residential real estate investment company. By using our website, services, or engaging in any transaction with the Company, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please refrain from using our services.

### 1. Definitions

- **"Company"** refers to Invest Rent Grow, its subsidiaries, affiliates, and any successors in interest.
- **"Services"** means all real estate investment-related services, including but not limited to property acquisition, management, leasing, and sale of residential real estate.
- **"Client", "you", or "your"** refers to any individual or entity that engages with the Company in relation to the services provided.
- **"Properties"** refers to residential real estate owned, managed, or otherwise controlled by the Company.

### 2. Eligibility

To use the Services of the Company, you must:

- Be at least 18 years old.
- Have the legal capacity to enter into a binding agreement.
- Not be barred from using the Services under applicable laws.

### 3. Investment Disclaimer

The Company does not guarantee any return on investment. All investments in real estate carry inherent risks, including but not limited to:

- Changes in property values.
- Market fluctuations.
- Economic downturns.
- Regulatory changes. You acknowledge that you are making investment decisions at your own risk and are encouraged to consult with independent financial, legal, and tax advisors prior to making any investment.

### 4. Property Information

All descriptions, images, or information related to properties available for investment are provided for informational purposes only. The Company strives to ensure accuracy, but we do not warrant the completeness, reliability, or accuracy of such information.

## **5. Confidentiality and Non-Disclosure**

By using the Company's Services, you agree to maintain the confidentiality of proprietary information related to the Company, its properties, or business dealings that you may come across during the course of your relationship with the Company. This includes but is not limited to financial data, investment strategies, and any non-public information.

## **6. Client Obligations**

Clients are required to:

- Provide accurate and up-to-date information when engaging with the Company.
- Comply with all applicable laws, regulations, and ordinances related to real estate investment.
- Promptly inform the Company of any changes to their financial situation or other factors that may affect the terms of their engagement.

## **7. Third-Party Services**

The Company may work with third-party service providers for property management, legal services, or other related services. The Company is not responsible for the actions or omissions of such third parties. Clients agree that any dealings with third parties are conducted at their own risk.

## **8. Fees and Payment**

- Clients may be required to pay various fees, including but not limited to acquisition fees, property management fees, leasing fees, and sales commissions.
- All fees are disclosed in the investment agreements, and clients agree to pay these fees as outlined in their specific agreements.
- Late payments may incur additional fees or interest as specified in the agreement.

## **9. Termination**

The Company reserves the right to terminate its relationship with any client for any reason, including but not limited to:

- Breach of these Terms.
- Non-payment of fees.
- Engagement in illegal or unethical activities.
- Providing false information or misrepresentation.

Upon termination, you agree to cease using the Services of the Company and return any proprietary or confidential information belonging to the Company.

## 10. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from:

- Loss of investment capital.
- Market conditions.
- Regulatory actions.
- Errors or omissions in property information. The Company's total liability for any claim arising out of or relating to these Terms shall not exceed the amount of fees paid by the client for the Services in question.

## 11. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, employees, and agents from any and all claims, liabilities, damages, losses, or expenses (including attorneys' fees) arising from your use of the Services, breach of these Terms, or violation of any law.

## 12. Dispute Resolution

Any dispute arising out of or in connection with these Terms or the Services shall be resolved through good faith negotiations between the parties. If the parties cannot resolve the dispute through negotiation within 30 days, the matter shall be submitted to mediation or arbitration as governed by the laws of the Republic of South Africa.

1. **Mediation:** If the parties agree to mediation, it shall be conducted by a mediator agreed upon by both parties. The mediation will take place in Pretoria, South Africa and shall be conducted in English. Each party will bear its own costs, and the mediator's fees will be shared equally unless otherwise agreed.
2. **Arbitration:** If the dispute is not resolved through mediation, it shall be referred to arbitration. The arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitration shall take place in Pretoria, South Africa, and the proceedings shall be conducted in English. The arbitrator's decision shall be final and binding on both parties, and the arbitrator shall have the authority to award costs as part of the final award.
3. **Legal Proceedings:** Notwithstanding the above, either party shall have the right to seek interim relief from a court of competent jurisdiction in South Africa if necessary to prevent irreparable harm.

Each party will bear its own legal costs, unless otherwise determined by the mediator or arbitrator. The arbitration process and outcomes shall be confidential, and the parties agree not to disclose any information related to the proceedings, except as required by law.

## 13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes, legal proceedings, or claims arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of South Africa. The parties agree to submit to the jurisdiction of these courts and waive any objection to such jurisdiction or venue on grounds of forum non conveniens or any other basis.

#### **14. Force Majeure**

The Company shall not be liable for any delay or failure in performance of its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters, or pandemics.

#### **15. Changes to Terms**

The Company reserves the right to modify or update these Terms at any time without prior notice. Any changes will be effective immediately upon posting on the Company's website. Continued use of the Services following any changes constitutes acceptance of the revised Terms.

#### **16. Severability**

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Terms, which will remain in full force and effect.

#### **17. Entire Agreement**

These Terms, together with any investment agreements, constitute the entire agreement between you and the Company regarding your use of the Services and supersede all prior agreements or understandings, whether written or oral, related to the subject matter hereof.

#### **18. Contact Information**

If you have any questions or concerns regarding these Terms, you can contact us at:

Invest Rent Grow  
Pretoria, South Africa  
info@investrentgrow.com

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By using the Company's Services, you acknowledge that you have read, understood, and agree to these Terms of Service.