

Terms of Use

1. Acceptance of Terms

By accessing and using this website (the "Site"), you agree to comply with and be bound by these Terms of Use. If you do not agree with any part of these terms, you must not use the Site.

2. Services Provided

The Site is operated by Pine Acres (Pty) Ltd ("Company", "we", "us", "our"), a property development company offering rental premises at Malkerns Square. The Site provides information about our properties, rental availability, and allows for the booking of rental accommodations.

3. Use of the Site

You agree to use the Site for lawful purposes only. You must not use the Site to:

- Violate any applicable laws or regulations.
- Engage in fraudulent, deceptive, or misleading practices.
- Upload or transmit any viruses, malware, or harmful code.
- Interfere with the operation of the Site or the servers hosting the Site.

4. Booking and Payment Terms

- **Bookings:** All bookings made through the Site are subject to availability and acceptance by the Company. We reserve the right to refuse any booking at our sole discretion.
- **Payment:** Payment for bookings must be made in full at the time of booking unless otherwise agreed upon.
- **Cancellation:** Cancellation policies vary depending on the property and duration of stay. Please refer to the specific property's terms at the time of booking.

5. Intellectual Property

All content on the Site, including text, graphics, logos, images, and software, is the property of the Company or its licensors and is protected by intellectual property laws. You may not reproduce, distribute, or create derivative works from any content on the Site without our express written consent.

6. 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 out of your use of or inability to use the Site, including but not limited to loss of profits, data, or business.

7. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its shareholders, affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses arising out of your use of the Site, your violation of these Terms of Use, or your violation of any third-party rights.

8. Links

The links from this website are provided for your information and convenience only. We do not accept any liability for the contents of any other websites. You may not establish a hyperlink,

metatag, frame or other reference to this website or any of its pages without our prior written consent.

9. Violation of Rules

We reserve the right to seek all remedies available in law for your violation of these Terms of Use and/or any rules set forth on this website, including the right to block access from a particular internet address to this website or suspend your use of this website and/or any services which you use

10. Modifications to the Terms

The Company reserves the right to modify these Terms of Use at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes.

11. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of the Kingdom of Eswatini. Any disputes arising out of or relating to these terms shall be subject to the exclusive jurisdiction of the courts in Eswatini.

12. Contact Information

For any questions or concerns regarding these Terms of Use, please contact us at +268 7808 5541 or +268 2528 3599 or email info@malkernssquare.com.

Privacy Policy

1. Introduction

The Company is committed to protecting the privacy of visitors to our Site. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our Site.

As we respect your privacy and your personal information and for this reason, we take all reasonable measures to protect personal information provided to us by you and to keep it confidential and as such we undertake that:

- We will only disclose, collate and process ("**use**") your personal information with your express permission unless we are legally required to disclose your personal information despite you not consenting to such disclosure;
- We will only use your personal information for the lawful purpose for which it was acquired;
- We will also keep a record of your personal information and the specific purpose for which we collect it;
- We will not use your personal information for any purpose, other than that for which the personal information was obtained from you, unless you give us your express written permission to do so, or unless we are permitted to or compelled to do so by law.

As your personal information is treated as confidential by us, we will therefore not sell, rent or provide your personal information to any third parties, for their independent use, without your consent. Since we are not responsible for any representations or information or warranties or content on any other website (including websites linked to this website or websites of any parties, which may be affiliated to us in any manner whatsoever), we do not exercise control over affiliate parties' privacy policies and you should refer to the privacy policy of any such affiliate party to see how such party protects your privacy.

Please note that your consent to us using your personal data may be recorded in any agreements governing our relationship with you and also by electing to transact through this website and making use of various functions provided for your use on this website, you expressly consent and agree to us using your personal information, which you willingly provide to us, and which use will be in accordance with this Privacy policy.

2. Information We Collect

Personal Information: We may collect personal information that you voluntarily provide to us, such as your name, email address, phone number, and payment information, when you make a booking or contact us.

Non-Personal Information: We may collect non-personal information such as your IP address, browser type, operating system, and browsing behavior on our Site.

3. How We Use Your Information

We may use the information we collect to:

- Process and manage bookings.
- Communicate with you regarding your booking or inquiries.
- Improve our Site and services.
- Send you promotional materials, if you have opted in to receive them.
- Comply with legal obligations.

4. Sharing of Information

We may share your information with third parties in the following circumstances:

- **Service Providers:** We may share your information with third-party service providers who perform services on our behalf, such as payment processing and customer support.
- **Legal Requirements:** We may disclose your information if required to do so by law or in response to a valid legal request.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, your information may be transferred to the acquiring entity.

5. Cookies and Tracking Technologies

We may use cookies and other tracking technologies to enhance your experience on our Site, analyze usage patterns, and provide personalized content. You can control the use of cookies through your browser settings.

6. Data Security

We take reasonable measures to protect the security of your information. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee the absolute security of your information.

7. Your Rights

Depending on your jurisdiction, you may have certain rights regarding your personal information, including the right to access, correct, or delete your information, and the right to object to or restrict certain processing activities.

8. Third-Party Links

Our Site may contain links to third-party websites. We are not responsible for the privacy practices or content of these third-party sites. We encourage you to review the privacy policies of any sites you visit.

9. Children's Privacy

Our Site is not intended for use by children under the age of 13, and we do not knowingly collect personal information from children under 13. If we become aware that we have collected personal information from a child under 13, we will take steps to delete such information.

10. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. Any changes will be effective upon posting the updated policy on our Site. Your continued use of the Site following the posting of changes constitutes your acceptance of such changes.

11. Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us at +268 7808 5541 or +268 2528 3599 or email info@malkernssquare.com.