

LEASY LINK**TERMS & CONDITIONS**

Version 1.0

Document Information	Details
Document Title	Leasy Link Terms & Conditions
Document Version	1.0
Document Owner	Leasy Link (Pty) Ltd
Approved By	Board of Directors
Classification	Public
Review Frequency	Annual or when required by law
Primary Jurisdiction	Republic of Botswana
Governing Law	Laws of the Republic of Botswana
Related Documents	Privacy Policy, End User Licence Agreement (EULA), Subscription & Billing Policy, Refund Policy, Cookie Policy, Acceptable Use Policy

VERSION HISTORY

Version	Date	Description	Approved By
1.0	23 August 2026	Initial Release	Board of Directors

IMPORTANT NOTICE

Please read these Terms and Conditions carefully before using Leasy Link.

These Terms constitute a legally binding agreement between you and **Leasy Link (Pty) Ltd** ("Leasy Link", "we", "our" or "us") and every person or entity accessing or using the Leasy Link Services ("you", "your" or "User").

By creating an account, accepting these Terms electronically, subscribing to a plan, or accessing or using the Services, you acknowledge that you have read, understood and agree to be bound by these Terms, together with the Leasy Link Privacy Policy and any other policies incorporated by reference.

If you do not agree to these Terms, you must not create an account or use the Services.

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PART A

INTRODUCTION AND GENERAL PROVISIONS

1. Purpose of these Terms

1.1 These Terms and Conditions govern the access to and use of the Leasy Link mobile application, website, administrative portal and all related services provided by Leasy Link.

1.2 The purpose of these Terms is to:

- a) establish the contractual relationship between Leasy Link and its users;
- b) define the rights and obligations of each party;
- c) promote the lawful, secure and responsible use of the Services;
- d) protect the intellectual property and proprietary rights of Leasy Link;
- e) support compliance with applicable legislation;
- f) protect the privacy and security of Personal Information;
- g) ensure transparency in the delivery of the Services; and
- h) provide a clear legal framework governing the use of Leasy Link.

1.3 These Terms should be read together with:

- the Leasy Link Privacy Policy;
- the End User Licence Agreement (EULA);
- the Subscription and Billing Policy;
- the Refund Policy;
- the Cookie Policy;
- the Acceptable Use Policy; and
- any additional policies, notices or guidelines published by Leasy Link from time to time.

Collectively, these documents form part of the agreement between you and Leasy Link.

2. About Leasy Link

2.1 Leasy Link is a Software-as-a-Service ("SaaS") platform developed to assist landlords, property owners, property managers and estate agents in managing residential and commercial rental portfolios.

2.2 Depending on the subscription plan and software version, the Services may include:

- Property Management
- Unit Management
- Tenant Management

- Lease Management
- Rent Billing
- Utility Billing
- Rent Payment Recording
- Receipt Generation
- Tenant Statements
- Lease Document Storage
- Occupancy Tracking
- Rental Reports
- WhatsApp Communication Tools
- Notifications
- Trusted Contact Functionality
- Administrative Tools
- Future software features and enhancements introduced by Leasy Link.

2.3 Certain features may only be available under selected subscription plans or future software releases.

2.4 Leasy Link reserves the right to improve, modify, discontinue or replace any feature where reasonably necessary for operational, legal, technical or security purposes.

3. Legal Status of Leasy Link

3.1 Leasy Link (Pty) Ltd is a private company duly incorporated and existing under the laws of the Republic of Botswana.

3.2 Leasy Link operates in accordance with applicable laws of Botswana, including corporate, contract, intellectual property and data protection legislation, and may also comply with mandatory legal requirements in other jurisdictions where the Services are offered. This includes the Companies (Amendment) Act, 2025, the Data Protection Act, 2024, and the Copyright and Neighbouring Rights Act, where applicable to the operation of the Services.

3.3 Nothing contained in these Terms creates:

- a partnership;
- a joint venture;
- an employment relationship;
- a fiduciary relationship;
- an agency relationship; or
- a tenancy relationship

between Leasy Link and any User.

4. Nature of the Services

4.1 Leasy Link provides technology services only.

4.2 Leasy Link is not:

- a landlord;
- a tenant;
- an estate agency;
- a property broker;
- a legal practitioner;
- a debt collector;
- a financial institution;
- a payment intermediary for rental payments;
- a trustee; or
- a party to any lease agreement.

4.3 Users remain solely responsible for:

- entering into lease agreements;
- complying with applicable landlord and tenant legislation;
- collecting rental payments;
- resolving tenancy disputes;
- obtaining legal advice where required;
- ensuring the accuracy of information entered into the Services.

5. Territorial Application

5.1 These Terms apply to users accessing the Services from Botswana and any other jurisdiction where Leasy Link lawfully offers its Services.

5.2 At launch, Leasy Link is intended to support operations in:

- Botswana
- South Africa
- Namibia
- Zambia
- Zimbabwe
- Eswatini
- Lesotho

5.3 Users accessing the Services from outside Botswana are responsible for ensuring that their use complies with the laws applicable in their jurisdiction.

6. Acceptance of these Terms

6.1 You accept these Terms by:

- creating an account;

- accepting these Terms electronically;
- subscribing to any Leasy Link plan;
- accessing or using the Services; or
- continuing to use the Services after amendments become effective.

6.2 By accepting these Terms, you represent and warrant that you:

- a) have read and understood these Terms;
 - b) have the legal capacity to enter into a binding agreement;
 - c) will comply with all applicable laws;
 - d) will provide accurate information;
 - e) will use the Services only for lawful purposes; and
 - f) agree to the processing of your Personal Information in accordance with the Leasy Link Privacy Policy.
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7. Eligibility**7.1 You may only use the Services if you:**

- are at least eighteen (18) years of age or the age of legal majority in your jurisdiction;
- have legal capacity to enter into binding contracts;
- are not prohibited from using the Services under applicable law; and
- comply with these Terms.

7.2 Where an account is created on behalf of a company, partnership, trust, estate agency or other legal entity, the individual creating the account warrants that they have the authority to bind that entity to these Terms.

8. Relationship with Other Policies**8.1 The following documents form an integral part of these Terms:**

- Privacy Policy;
- End User Licence Agreement;
- Subscription and Billing Policy;
- Refund Policy;
- Cookie Policy;
- Acceptable Use Policy; and
- any other policy published by Leasy Link.

8.2 Where any inconsistency exists between these Terms and another Leasy Link policy, these Terms shall prevail unless expressly stated otherwise.

9. Amendments

9.1 Leasy Link may amend these Terms where reasonably necessary to:

- comply with changes in law;
- improve the Services;
- introduce new features;
- address security concerns;
- reflect changes to business operations; or
- protect the legitimate interests of Leasy Link and its users.

9.2 Where amendments materially affect users' rights or obligations, Leasy Link will provide reasonable notice through the Application, website or other appropriate communication channels before the amendments take effect.

9.3 Continued use of the Services after the effective date of revised Terms constitutes acceptance of those revised Terms.

10. Contact Information

Questions regarding these Terms may be directed to Leasy Link using the official contact details published within the Application or on the official Leasy Link website.

PART B

DEFINITIONS AND INTERPRETATION

11. Definitions

Unless the context indicates otherwise, the following terms shall have the meanings assigned to them below.

11.1 Account

"Account" means a registered Leasy Link user account created to access and use the Services.

11.2 Account Owner

"Account Owner" means the individual or legal entity that registers for a Leasy Link Account, subscribes to the Services and is responsible for the administration of that Account.

The Account Owner remains responsible for all activities carried out under the Account, including activities performed by Authorised Users and Trusted Contacts.

11.3 Administrator

"Administrator" means a person authorised by the Account Owner to manage the Account, including assigning permissions, managing properties, users and subscriptions.

11.4 Application

"Application" or **"App"** means the official Leasy Link mobile application and any authorised updates or future versions.

11.5 Authorised User

"Authorised User" means any individual who has been granted permission by the Account Owner to access or use the Services on behalf of the Account Owner.

11.6 Board

"Board" means the Board of Directors of Leasy Link (Pty) Ltd.

11.7 Business Day

"Business Day" means any day other than a Saturday, Sunday or public holiday recognised in Botswana.

11.8 Content

"Content" means any information, text, documents, photographs, images, audio, video, data, reports, receipts, lease agreements, payment records, communications or other material uploaded, stored, transmitted or generated through the Services.

11.9 Data Protection Laws

"Data Protection Laws" means the Botswana Data Protection Act, 2024, together with any other applicable privacy and data protection legislation governing the processing of Personal Information in the jurisdictions where Leasy Link operates.

11.10 Device

"Device" means any smartphone, tablet, computer or other electronic equipment used to access the Services.

11.11 Documentation

"Documentation" means any manuals, guides, policies, help articles, tutorials or other documents published by Leasy Link relating to the Services.

11.12 Effective Date

"Effective Date" means the date on which these Terms become legally binding.

11.13 Intellectual Property

"Intellectual Property" means all intellectual property rights, whether registered or unregistered, including copyrights, trademarks, trade names, business names, logos, software, databases, designs, documentation, inventions, trade secrets, know-how and all other proprietary rights recognised under applicable law, including the Copyright and Neighbouring Rights Act.

11.14 Landlord

"Landlord" means any individual or legal entity using the Services to manage one or more rental properties.

11.15 Lease

"Lease" means a rental agreement entered into between a landlord and tenant, whether written, electronic or otherwise recognised by applicable law.

Leasy Link stores and manages lease information but is **not** a party to any Lease.

11.16 Personal Information

"Personal Information" has the meaning assigned to it under applicable Data Protection Laws and includes any information relating to an identified or identifiable natural person. This includes, where applicable:

- Full names
- National Identification Numbers
- Passport Numbers
- Contact details
- Addresses
- Lease information
- Payment records
- Any other information capable of identifying an individual.

The processing of Personal Information is governed by the Leasy Link Privacy Policy and applicable Data Protection Laws.

11.17 Property

"Property" means any residential, commercial or mixed-use property managed using the Services.

11.18 Services

"Services" means all software, applications, websites, features, products and related services provided by Leasy Link.

11.19 Subscription

"Subscription" means a paid or promotional plan that entitles a User to access specific features of the Services, subject to applicable limits, pricing and conditions.

11.20 Tenant

"Tenant" means any individual or legal entity occupying or leasing a Property managed through the Services.

A Tenant does not become a user of Leasy Link solely because their information has been entered into the platform by a Landlord.

11.21 Trusted Contact

"Trusted Contact" means an individual designated by the Account Owner to receive limited access to specified functions of the Account in accordance with permissions granted by the Account Owner.

A Trusted Contact:

- does not become an owner of the Account;
 - does not acquire ownership of any Property, lease, payment, document or other asset;
 - does not obtain inheritance, succession or beneficiary rights;
 - does not become a partner, shareholder or director of Leasy Link or the Account Owner; and
 - exercises only the permissions expressly granted by the Account Owner.
-

11.22 User

"User" means any person who accesses or uses the Services, including Account Owners, Authorised Users and Administrators.

11.23 Website

"Website" means the official Leasy Link website and any associated online platforms operated by Leasy Link.

12. Interpretation

Unless the context requires otherwise:

12.1

Words importing the singular include the plural and vice versa.

12.2

Words importing one gender include every gender.

12.3

References to a person include:

- natural persons;
- companies;
- partnerships;
- close corporations;
- trusts;
- associations;
- government bodies; and
- other legal entities.

12.4

Headings and titles are included for convenience only and do not affect the interpretation of these Terms.

12.5

The words:

- "including";
- "includes"; and
- "such as"

shall be interpreted as meaning **"including without limitation."**

12.6

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Any reference to legislation includes:

- amendments;
- replacements;
- consolidations;
- regulations;
- statutory instruments; and
- successor legislation.

12.7

References to writing or written communication include electronic communications, emails, in-App notifications and other legally recognised electronic records.

12.8

Where any provision of these Terms is inconsistent with mandatory law applicable to a User, the mandatory law shall prevail only to the extent of that inconsistency, and the remaining provisions shall remain in full force and effect.

12.9

If any provision of these Terms is declared invalid, unlawful or unenforceable by a court or competent authority, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

PART C

USER ACCOUNTS, REGISTRATION AND ACCOUNT SECURITY

13. Account Registration

13.1 Registration Requirement

To access the Services, a User must first register for a Leasy Link Account using the registration process provided through the Application or Website.

13.2 Eligibility to Register

Only individuals or legal entities that satisfy the eligibility requirements set out in these Terms may register for an Account.

Where an Account is created on behalf of a company, partnership, trust, estate agency or other organisation, the individual registering the Account warrants that they have the authority to act on behalf of that organisation.

13.3 Registration Information

During registration, Users may be required to provide accurate and complete information, including:

- Full Name;

- National Identification Number and/or Passport Number (where required);
- Mobile Telephone Number;
- Email Address;
- Residential or Business Address;
- Business Name (where applicable);
- Company Registration Number (where applicable); and
- any additional information reasonably required to provide the Services.

Users must ensure that all information supplied remains accurate, complete and up to date throughout the duration of their Account.

13.4 Identity Verification

Leasy Link may request identity verification where reasonably necessary to:

- protect the security of the platform;
- prevent fraud;
- comply with legal obligations;
- verify ownership of an Account; or
- investigate suspected misuse of the Services.

Verification may include National Identification Numbers, Passport Numbers, supporting documentation or other reasonable verification measures.

14. Account Ownership

14.1 Account Owner

The individual or legal entity that successfully completes registration shall be regarded as the Account Owner.

14.2 Responsibility

The Account Owner is responsible for:

- all activities occurring under the Account;
- maintaining the confidentiality of login credentials;
- ensuring compliance with these Terms by all persons using the Account;
- subscription management;
- management of Trusted Contacts;
- management of Authorised Users.

14.3 Transfer of Ownership

Accounts may not be transferred, assigned, sold or otherwise disposed of without the prior written consent of Leasy Link.

Where Leasy Link permits an Account transfer, additional verification may be required.

15. One Account Per User

15.1 General Rule

Unless expressly authorised by Leasy Link, each individual or legal entity should maintain only one primary Account.

15.2 Duplicate Accounts

Leasy Link reserves the right to merge, suspend or close duplicate Accounts where they create operational, security or billing concerns.

16. Mobile Number and OTP Authentication

16.1 OTP Verification

Leasy Link uses One-Time Password (OTP) authentication to verify user identity during registration, login or other security-sensitive activities.

16.2 Registered Mobile Number

Users are responsible for maintaining access to the mobile number registered on their Account.

16.3 Failure to Verify

Leasy Link may suspend or limit access where OTP verification cannot be successfully completed.

16.4 Security

Users must never share OTP verification codes with any other person.

Leasy Link will never request an OTP through unsolicited telephone calls, email, WhatsApp or social media messages.

17. Account Credentials

17.1 Confidentiality

Users are responsible for maintaining the confidentiality of:

- passwords;
- PINs;
- OTP codes;
- authentication devices; and
- other security credentials.

17.2 Unauthorised Access

Users must immediately notify Leasy Link if they suspect:

- unauthorised access;
 - credential compromise;
 - loss of a mobile device;
 - fraudulent activity.
-

18. Account Security

Users agree to:

- use strong passwords where applicable;
- keep devices secure;
- install software updates;
- avoid sharing credentials;
- log out from shared devices;
- comply with Leasy Link security guidance.

Failure to do so may increase the risk of unauthorised access for which the User may remain responsible to the extent permitted by law.

19. Authorised Users

19.1 Appointment

The Account Owner may appoint Authorised Users where that functionality is available under the applicable subscription plan.

19.2 Permissions

The Account Owner is responsible for determining and managing the permissions granted to each Authorised User.

19.3 Responsibility

Actions performed by an Authorised User shall be deemed to have been authorised by the Account Owner unless proven otherwise.

20. Trusted Contact

20.1 Appointment

The Account Owner may nominate one or more Trusted Contacts where this feature is available.

20.2 Limited Authority

Trusted Contacts receive only the permissions expressly granted by the Account Owner.

20.3 No Ownership Rights

Appointment as a Trusted Contact does not create:

- ownership of the Account;
- ownership of any Property;
- ownership of lease agreements;
- ownership of payment records;
- succession rights;
- inheritance rights;
- matrimonial rights;
- shareholder rights;
- partnership rights;
- agency rights.

20.4 Removal

The Account Owner may remove a Trusted Contact at any time, subject to any operational limitations of the Services.

21. Accurate Information

Users warrant that all information submitted to Leasy Link is:

- accurate;
- complete;
- current; and
- not misleading.

Users must promptly update their Account information whenever changes occur.

22. Prohibited Registration Activities

Users must not:

- impersonate another person;
- register using false information;
- create fraudulent Accounts;
- use another person's identity documents without lawful authority;
- create Accounts for unlawful purposes;
- attempt to circumvent subscription limits;
- create Accounts using automated software or bots.

Leasy Link may suspend or permanently terminate any Account involved in prohibited registration activities.

23. Suspension of Registration

Leasy Link reserves the right to refuse registration or suspend an Account where it reasonably believes that:

- false information has been provided;
- identity verification has failed;
- fraudulent activity is suspected;
- these Terms have been breached;
- continued access presents a security, legal or operational risk.

Where appropriate, Leasy Link may request additional information before restoring access.

24. Compliance with Applicable Laws

Users agree to use the registration process and maintain their Accounts in compliance with:

- applicable contract laws;
- applicable data protection and privacy laws;
- anti-fraud legislation;
- electronic communications laws; and
- any other mandatory legal requirements applicable to the User's jurisdiction.

PART D

THE SERVICES PROVIDED BY LEASY LINK

25. Description of the Services

25.1 Software-as-a-Service Platform

Leasy Link is a cloud-based Software-as-a-Service ("SaaS") platform that enables landlords, property owners, property managers and other authorised users to digitally manage rental properties and related records.

The Services are intended to simplify rental administration, improve record management and support the efficient administration of rental portfolios.

25.2 Scope of the Services

Subject to the User's subscription plan, the Services may include:

- Property Management;
- Unit Management;
- Tenant Management;
- Lease Management;
- Rent Billing;
- Utility Billing;
- Rent Payment Recording;
- Receipt Generation;
- Tenant Statements;
- Lease Document Storage;

- Occupancy Tracking;
- Rental Reports;
- Trusted Contact functionality;
- WhatsApp communication tools;
- Administrative dashboards; and
- other features introduced by Leasy Link from time to time.

25.3 Continuous Improvement

Leasy Link may improve, enhance, modify, replace or discontinue features where reasonably necessary to:

- improve user experience;
- maintain security;
- comply with applicable laws;
- improve system performance;
- address software defects; or
- introduce new functionality.

Where reasonably practicable, material changes affecting the Services will be communicated to Users in advance.

26. Nature of the Services

26.1 Technology Platform

Leasy Link provides technology services only.

The Services enable Users to create, manage, organise and access rental information electronically.

26.2 No Legal Representation

Leasy Link does not provide:

- legal advice;
- legal representation;
- legal drafting services;
- legal opinions;
- legal verification of lease agreements.

Users should obtain independent professional advice where legal assistance is required.

26.3 No Estate Agency Services

Leasy Link is not:

- an estate agency;
- a property broker;
- a property valuer;
- a property developer.

26.4 No Financial Institution

Leasy Link is not:

- a bank;
- a payment institution;
- a money transfer service;
- an escrow provider;

- a credit provider.
-

27. Rental Agreements

27.1 Independent Agreements

All lease agreements remain contracts exclusively between landlords and tenants.

Leasy Link is not a party to any lease agreement.

27.2 No Responsibility for Lease Terms

Leasy Link does not negotiate, approve or enforce:

- rental amounts;
- deposits;
- lease conditions;
- notice periods;
- maintenance obligations;
- eviction processes;
- contractual disputes.

27.3 User Responsibility

Users remain solely responsible for ensuring that their lease agreements comply with applicable laws.

28. Recording of Rental Payments

28.1 Payment Recording

Leasy Link enables Users to record rental payments received from tenants.

28.2 No Processing of Rent Payments

At the Effective Date of these Terms, Leasy Link does **not** receive, hold, process or transmit rent payments between landlords and tenants.

Users remain solely responsible for collecting rental payments using their preferred payment methods.

28.3 Subscription Payments

Leasy Link may process payments relating to subscription fees for access to the Services through authorised payment providers.

Such payments shall be governed by the Subscription and Billing Policy.

29. Utility Management

Where available, Leasy Link enables Users to:

- record utility charges;
- allocate utility costs;
- record utility payments;
- maintain utility billing records.

Users remain responsible for ensuring the accuracy of all utility information entered into the Services.

30. Electronic Records

Leasy Link generates and stores electronic business records including:

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- receipts;
- statements;
- payment histories;
- lease information;
- tenant records;
- occupancy records;
- audit logs;
- notifications.

These records are intended to assist Users with rental administration and record keeping.

Nothing in these Terms guarantees that such records will constitute conclusive evidence in any legal proceedings, although they may assist Users in maintaining accurate business records.

31. Communications

Subject to the functionality available within the Services, Leasy Link may facilitate communications through:

- email;
- **SMS;**
- WhatsApp integrations;
- in-App notifications; or
- other communication channels.

Users remain responsible for reviewing all communications before sending them and for ensuring that any communications comply with applicable law.

32. Trusted Contact Functionality

Where available, the Trusted Contact feature allows an Account Owner to grant limited administrative access to another individual.

The Trusted Contact feature is intended solely as an account management tool.

Appointment as a Trusted Contact does not confer:

- ownership of the Account;
 - ownership of any Property;
 - ownership of lease agreements;
 - rights of succession;
 - inheritance rights;
 - matrimonial rights;
 - partnership rights;
 - shareholder rights;
 - agency authority beyond the permissions expressly granted by the Account Owner.
-

33. Service Availability

Leasy Link aims to make the Services available on a continuous basis.

However, uninterrupted availability cannot be guaranteed.

The Services may occasionally be unavailable due to:

- scheduled maintenance;
- emergency maintenance;
- software updates;
- network failures;
- third-party service interruptions;
- force majeure events;
- security incidents.

Leasy Link will use reasonable efforts to minimise service interruptions.

34. Third-Party Services

The Services may integrate with third-party products and services, including:

- SMS providers;
- email providers;
- cloud hosting providers;
- payment service providers;
- operating system providers;
- communication platforms.

Leasy Link is not responsible for the availability, security or performance of third-party services beyond its reasonable control.

35. Future Features

Leasy Link may introduce additional functionality from time to time, including:

- maintenance management;
- expense tracking;
- financial reporting;
- integrations with third-party systems;
- artificial intelligence features;
- payment processing;
- other services.

Unless expressly stated otherwise, future features are not guaranteed and may be introduced, modified or withdrawn at Leasy Link's discretion.

For clarity, features that are announced as future enhancements do not form part of the contractual Services until they are officially released.

36. No Warranty Regarding Business Outcomes

While Leasy Link is designed to improve rental management, Leasy Link does not warrant or guarantee that use of the Services will:

- increase rental income;
- reduce vacancies;
- eliminate tenant disputes;
- ensure timely payment of rent;

- improve profitability;
- prevent fraud;
- prevent human error.

The effectiveness of the Services depends on the accuracy of information entered by Users and the manner in which the Services are used.

37. Compliance with Laws

Users remain responsible for ensuring that their use of the Services complies with all applicable laws in their jurisdiction, including:

- landlord and tenant legislation;
- contract law;
- taxation laws;
- consumer protection laws;
- electronic communications laws; and
- applicable data protection and privacy legislation.

Nothing in these Terms relieves Users of their independent legal obligations.

PART E

USER RESPONSIBILITIES AND OBLIGATIONS

38. General Responsibilities

38.1 Responsible Use

Users shall access and use the Services responsibly, honestly, lawfully and in accordance with these Terms, the Privacy Policy and all applicable laws.

38.2 Compliance

Users remain solely responsible for ensuring that their use of the Services complies with all legal, regulatory and contractual obligations applicable to them.

38.3 Good Faith

Users shall act in good faith and shall not intentionally use the Services in any manner that may:

- harm Leasy Link;
- interfere with other users;
- compromise the integrity of the Services; or
- violate applicable law.

39. Accuracy of Information

39.1 User Responsibility

Users are responsible for ensuring that all information entered into the Services is:

- accurate;
- complete;
- current;
- lawful; and
- not misleading.

39.2 Updates

Users must promptly update information whenever changes occur.

39.3 No Verification

Unless expressly stated otherwise, Leasy Link does not independently verify the accuracy of information entered by Users.

40. Tenant Information

40.1 Responsibility for Collection

Where Users upload or record tenant information, they warrant that they have a lawful basis to collect, use and process that information in accordance with applicable data protection laws.

40.2 Lawful Processing

Users are responsible for ensuring that any Personal Information relating to tenants has been obtained lawfully and processed only for legitimate rental management purposes.

40.3 Sensitive Personal Information

Where Users upload sensitive information, including National Identification Numbers, Passport Numbers or copies of identity documents, they warrant that:

- the collection is lawful;
- the information is necessary for the intended purpose;
- appropriate safeguards have been implemented where required by law.

40.4 Responsibility for Accuracy

Users remain responsible for ensuring that tenant information remains accurate and up to date.

40.5 No Independent Verification

Leasy Link does not independently verify tenant information and accepts no responsibility for inaccuracies resulting from information supplied by Users.

41. Property Information

Users are responsible for ensuring the accuracy of:

- property descriptions;
- unit information;
- rental amounts;
- deposits;
- utility allocations;
- occupancy status;
- lease dates;
- billing information.

Leasy Link records this information based on User input and does not validate its accuracy.

42. Compliance with Applicable Laws

Users agree to comply with all laws applicable to their activities, including those relating to:

- landlord and tenant relationships;
- contracts;

- taxation;
- consumer protection;
- electronic communications;
- anti-fraud;
- anti-money laundering (where applicable);
- sanctions (where applicable);
- privacy and data protection.

Nothing in these Terms relieves Users of their independent legal obligations.

43. Security Responsibilities

Users shall:

- keep login credentials confidential;
- protect registered mobile devices;
- immediately report suspected unauthorised access;
- use secure passwords where applicable;
- protect OTP verification codes;
- maintain appropriate security on devices used to access the Services.

Users are responsible for activities performed using their credentials unless otherwise required by applicable law.

44. Prohibited Conduct

Users shall not:

- impersonate another person or organisation;
- provide false or misleading information;
- upload malicious software;
- interfere with the operation of the Services;
- bypass or attempt to bypass security measures;
- reverse engineer the Services except where expressly permitted by law;
- scrape or harvest information from the Services;
- use automated tools without authorisation;
- infringe the intellectual property rights of Leasy Link or third parties;
- use the Services for unlawful, fraudulent or deceptive purposes.

Additional prohibited activities are set out in the Acceptable Use Policy.

45. Documents Uploaded by Users

Users remain responsible for all documents uploaded to the Services, including:

- lease agreements;
- proof of payment;
- utility bills;
- correspondence;
- photographs;

- identity documents;
- notices;
- supporting documentation.

Users warrant that they have the legal right to upload such documents and that doing so does not infringe the rights of any third party.

46. Communications

Users are solely responsible for communications sent using the Services, including communications transmitted through integrated messaging tools such as WhatsApp, SMS or email.

Users shall ensure that all communications:

- are lawful;
 - are accurate;
 - do not contain defamatory, offensive or unlawful material; and
 - comply with applicable electronic communications and privacy laws.
-

47. Subscription Responsibilities

Users are responsible for:

- selecting an appropriate subscription plan;
- ensuring timely payment of subscription fees;
- monitoring subscription limits;
- managing authorised users;
- complying with plan limitations.

Failure to maintain an active subscription may result in restrictions on access to the Services.

48. Cooperation with Leasy Link

Users agree to cooperate reasonably with Leasy Link where necessary to:

- investigate security incidents;
 - verify account ownership;
 - resolve technical issues;
 - investigate suspected fraud;
 - comply with legal obligations;
 - protect the security or integrity of the Services.
-

49. Indemnity

To the fullest extent permitted by applicable law, Users agree to indemnify and hold harmless Leasy Link, its directors, officers, employees, contractors and agents against any claims, losses, damages, liabilities, costs or expenses arising from:

- breach of these Terms;
- unlawful use of the Services;
- inaccurate information supplied by the User;
- infringement of third-party rights;

- unlawful processing of Personal Information by the User;
- breach of applicable law by the User.

This indemnity does not apply to the extent that a claim results from the negligence, wilful misconduct or breach of law by Leasy Link.

50. Duty to Notify

Users must promptly notify Leasy Link where they become aware of:

- unauthorised access to their Account;
- loss or compromise of login credentials;
- suspected fraud involving their Account;
- material inaccuracies in information stored within the Services;
- any legal order or regulatory investigation that may affect their use of the Services.

PART F

TENANT INFORMATION AND LANDLORD DATA RESPONSIBILITIES

51. Tenant Information Managed Through the Services

51.1 Purpose

Leasy Link enables Account Owners and Authorised Users to record, organise, store and manage tenant-related information solely for lawful rental management and property administration purposes.

51.2 Information Recorded

Depending on the Services used, Users may record information relating to tenants, including:

- Full Name;
 - National Identification Number;
 - Passport Number;
 - Mobile Telephone Number;
 - Email Address;
 - Residential Address;
 - Emergency Contact Details;
 - Lease Information;
 - Rental Amounts;
 - Security Deposit Information;
 - Utility Allocation Records;
 - Occupancy Status;
 - Payment History;
 - Receipts;
 - Statements;
 - Lease Agreements;
 - Supporting Documents; and
 - any additional information entered by the User.
-

52. Responsibility for Tenant Information

52.1 User Responsibility

The User remains solely responsible for all tenant information uploaded, entered, stored or managed using the Services.

52.2 Lawful Collection

The User warrants that they have a lawful basis under applicable law to collect, use, store and process tenant information.

52.3 Compliance with Applicable Law

The User is responsible for complying with all applicable privacy, data protection, landlord and tenant, employment (where applicable) and other relevant laws governing tenant information.

52.4 No Independent Collection

Except where expressly stated, Leasy Link does not independently collect tenant information from tenants. Tenant information is entered into the Services by the User.

53. Status of Leasy Link

53.1 Technology Service Provider

Leasy Link provides software and related technology services that enable Users to manage rental information electronically.

53.2 No Ownership

Leasy Link does not acquire ownership of tenant information merely because it is stored within the Services.

53.3 Processing of Information

Leasy Link processes tenant information only to the extent reasonably necessary to:

- provide the Services;
- maintain system security;
- generate receipts;
- generate statements;
- store documents;
- maintain audit records;
- provide customer support;
- comply with legal obligations; or
- perform other functions described in the Privacy Policy.

54. Accuracy of Tenant Information

54.1 User Responsibility

The User is responsible for ensuring that tenant information remains:

- accurate;
- complete;
- current; and
- relevant.

54.2 Updating Information

Users should promptly update tenant information whenever circumstances change.

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54.3 No Verification

Leasy Link does not independently verify:

- tenant identities;
 - lease information;
 - rental amounts;
 - occupancy;
 - payment records; or
 - other information entered by Users.
-

55. Sensitive Personal Information

55.1 Sensitive Information

Users may upload sensitive personal information where necessary for legitimate rental administration.

This may include:

- National Identification Numbers;
- Passport Numbers;
- Identity Documents;
- Lease Agreements containing personal information; and
- other legally protected information.

55.2 User Warranty

The User warrants that:

- collection is lawful;
- processing is lawful;
- the information is necessary for the intended purpose;
- appropriate safeguards have been implemented where required by law.

55.3 Restricted Access

Leasy Link applies appropriate technical and organisational safeguards designed to protect sensitive personal information against unauthorised access, loss, alteration or disclosure.

56. Tenant Consent and Legal Authority

56.1 Responsibility

Where consent or another lawful basis is required under applicable law, the User is responsible for ensuring that such consent has been obtained or that another lawful basis exists before uploading tenant information.

56.2 Evidence

Leasy Link may request reasonable evidence of authority or lawful processing where required:

- by law;
 - by a regulatory authority;
 - by a court;
 - during an investigation into suspected misuse of the Services.
-

57. Tenant Rights

57.1 Requests

Where Leasy Link receives a request directly from a tenant concerning information entered by a User, Leasy Link may:

- refer the request to the relevant Account Owner;
- request additional information;
- respond where required by law; or
- cooperate with the User to facilitate compliance with applicable legal obligations.

57.2 Verification

Leasy Link may require reasonable proof of identity before acting upon any request relating to tenant information.

58. Uploaded Documents

Users remain responsible for documents uploaded relating to tenants, including:

- lease agreements;
- identity documents;
- proof of payment;
- notices;
- correspondence;
- utility records;
- inspection reports; and
- supporting documentation.

Users warrant that they possess the necessary rights and authority to upload such documents.

59. Historical Records

59.1 Retention

Leasy Link may retain historical tenant records where reasonably necessary to:

- maintain complete rental histories;
- preserve accounting records;
- support audit requirements;
- investigate disputes;
- maintain security logs;
- comply with applicable legal obligations.

59.2 Archived Information

Archived tenant information may remain accessible to authorised Users in accordance with subscription features and applicable retention policies.

Deletion requests shall be considered in accordance with the Privacy Policy and applicable legal obligations.

60. Unlawful Information

Users shall not upload information that:

- has been obtained unlawfully;
- infringes the rights of another person;
- is knowingly false;
- is defamatory;
- contains malicious software;
- violates applicable law.

Leasy Link reserves the right to remove or restrict access to unlawful information where required by law or where reasonably necessary to protect the integrity of the Services.

61. Cooperation with Investigations

Users agree to cooperate with Leasy Link where reasonably necessary to investigate:

- suspected fraud;
- unauthorised access;
- data breaches;
- misuse of tenant information;
- legal or regulatory investigations;
- violations of these Terms.

62. Limitation of Responsibility

To the fullest extent permitted by law, Leasy Link shall not be responsible for:

- inaccurate tenant information entered by Users;
- unlawful collection of tenant information by Users;
- failure by Users to obtain consent or establish another lawful basis where required;
- disputes between landlords and tenants;
- decisions made by Users based on information recorded within the Services.

Nothing in this clause limits Leasy Link's own obligations under applicable law in relation to information that it processes on its own behalf.

PART G

TRUSTED CONTACT

63. Purpose of the Trusted Contact Feature

63.1 Feature Description

Leasy Link may provide a Trusted Contact feature that allows an Account Owner to grant another individual limited access to specified functions of their Account.

63.2 Administrative Purpose

The Trusted Contact feature is intended solely to assist the Account Owner with the administration and management of their Leasy Link Account.

63.3 No Change in Ownership

The appointment of a Trusted Contact does not alter the ownership, control or legal status of the Account or any information stored within the Services.

64. Appointment of a Trusted Contact

64.1 Appointment by Account Owner

Only the Account Owner may appoint, modify or remove a Trusted Contact.

64.2 Eligibility

A Trusted Contact must:

- be at least eighteen (18) years of age or the age of legal majority in their jurisdiction;
- provide accurate identification information where requested;
- accept the invitation issued through the Services; and
- comply with these Terms and any applicable Leasy Link policies.

64.3 Acceptance

A Trusted Contact acquires access only after accepting the invitation through the method prescribed by Leasy Link.

65. Scope of Access

65.1 Limited Permissions

The permissions granted to a Trusted Contact are limited to those expressly assigned by the Account Owner through the Services.

65.2 No Implied Authority

No authority shall be implied beyond the permissions expressly granted.

65.3 Account Owner Control

The Account Owner remains solely responsible for determining:

- what permissions are granted;
 - when permissions take effect;
 - whether permissions are modified; and
 - when access is revoked.
-

66. Responsibilities of the Trusted Contact

A Trusted Contact agrees to:

- use the Services only for the authorised purpose;
 - maintain the confidentiality of information accessed;
 - protect login credentials and authentication information;
 - comply with these Terms and applicable laws;
 - act honestly and in good faith;
 - avoid exceeding the permissions granted by the Account Owner.
-

67. No Ownership or Proprietary Rights

67.1 No Ownership

Appointment as a Trusted Contact does **not** create or transfer any ownership rights in relation to:

- the Leasy Link Account;
- any subscription;

- rental properties;
- units;
- tenant records;
- lease agreements;
- receipts;
- statements;
- payment records;
- documents;
- audit logs;
- intellectual property; or
- any other information or assets associated with the Account.

67.2 No Corporate Rights

Appointment as a Trusted Contact does **not** make the Trusted Contact:

- a shareholder;
- a director;
- a partner;
- an employee;
- an agent of Leasy Link; or
- an authorised representative of Leasy Link.

68. No Succession or Inheritance Rights

The appointment of a Trusted Contact does **not** create:

- inheritance rights;
- succession rights;
- matrimonial rights;
- community of property rights;
- beneficiary rights;
- executor rights;
- trustee rights;
- ownership rights arising upon death or incapacity of the Account Owner.

Any succession, estate administration or inheritance matters shall be determined in accordance with the applicable laws of the relevant jurisdiction and any valid court order or legally recognised estate administration process.

69. No Agency Relationship

Unless expressly authorised by the Account Owner through a separate legal instrument recognised under applicable law, a Trusted Contact is **not** deemed to be:

- an attorney;
- an agent;
- a fiduciary;
- a legal representative;

- a proxy;
- or a mandatory.

Nothing within the Services shall be interpreted as creating such a legal relationship.

70. Privacy and Confidentiality

70.1 Access to Personal Information

A Trusted Contact may have access to Personal Information solely to the extent permitted by the Account Owner and the functionality of the Services.

70.2 Confidentiality

The Trusted Contact shall treat all information accessed through the Services as confidential and shall not disclose or use such information except for the purpose authorised by the Account Owner or where required by law.

70.3 Compliance

Trusted Contacts shall comply with the Privacy Policy and applicable data protection laws when accessing or handling Personal Information.

71. Suspension or Removal

71.1 Removal by Account Owner

The Account Owner may revoke or modify Trusted Contact access at any time through the Services.

71.2 Removal by Leasy Link

Leasy Link may suspend or revoke Trusted Contact access where reasonably necessary to:

- protect the security of the Services;
- investigate suspected fraud;
- comply with applicable law;
- enforce these Terms;
- respond to a court order or regulatory requirement.

Where appropriate, Leasy Link will notify the Account Owner of such action.

72. Death or Incapacity of the Account Owner

72.1 No Automatic Transfer

The death, incapacity or disappearance of an Account Owner does **not** automatically transfer ownership or control of the Account to a Trusted Contact.

72.2 Legal Authority Required

Leasy Link may require appropriate legal documentation before granting continued access to any person claiming authority over an Account following the death or legal incapacity of the Account Owner.

Such documentation may include, where applicable:

- Letters of Administration;
- Letters of Executorship;
- Probate documentation;
- Court Orders;
- Powers of Attorney (where legally valid); or

- any other documentation reasonably required by Leasy Link.

73. Limitation of Liability

Leasy Link shall not be liable for disputes arising between:

- Account Owners;
- Trusted Contacts;
- family members;
- heirs;
- beneficiaries;
- executors;
- business partners; or
- any third party,

concerning ownership, authority, succession or access to an Account.

Nothing in this clause limits Leasy Link's obligations under applicable law or compliance with a valid court order.

74. Future Development of the Feature

Leasy Link may enhance, modify, suspend or discontinue the Trusted Contact feature from time to time to improve security, functionality or legal compliance.

Where changes materially affect the operation of the feature, reasonable notice will be provided where practicable.

PART H

SUBSCRIPTIONS, BILLING AND PAYMENTS

75. Subscription to the Services

75.1 Subscription Requirement

Access to certain features of the Services requires an active subscription.

The features available to a User depend on the subscription plan selected by the User and made available by Leasy Link from time to time.

75.2 Trial Access

Leasy Link may, at its sole discretion, offer:

- free trials;
- promotional subscriptions;
- introductory offers;
- discounted plans; or
- other promotional access.

Such offers are subject to separate terms and may be withdrawn or modified without prior notice.

75.3 No Permanent Right

Participation in a trial or promotional offer does not create any ongoing entitlement to free or discounted access after the promotional period expires.

76. Subscription Plans

76.1 Available Plans

Leasy Link may offer different subscription plans with varying:

- features;
- property limits;
- unit limits;
- user limits;
- storage capacity;
- support levels; and
- pricing.

76.2 Plan Changes

Leasy Link reserves the right to:

- introduce new plans;
- discontinue existing plans;
- modify plan features;
- amend subscription limits;

provided that existing Users receive reasonable notice where such changes materially affect their subscription.

76.3 Plan Selection

The User is responsible for selecting a subscription plan appropriate for their requirements.

77. Subscription Fees

77.1 Fees

Subscription fees are payable in accordance with the pricing published by Leasy Link from time to time.

77.2 Currency

Subscription fees shall be charged in the currency designated by Leasy Link for the relevant jurisdiction or payment platform.

77.3 Taxes

Unless expressly stated otherwise, subscription fees exclude applicable taxes, duties or government charges, which shall be payable by the User where required by law.

78. Billing

78.1 Billing Cycle

Subscriptions may be billed:

- monthly;
- annually; or
- according to another billing cycle specified by Leasy Link.

78.2 Automatic Renewal

Unless cancelled in accordance with these Terms or the Subscription and Billing Policy, subscriptions may renew automatically at the end of each billing period.

Users authorise Leasy Link or its authorised payment provider to collect applicable subscription fees upon renewal.

78.3 Billing Information

Users are responsible for ensuring that their billing information remains accurate and up to date.

79. Payment Methods

79.1 Accepted Methods

Leasy Link may accept payment through authorised payment providers, including:

- debit cards;
- credit cards;
- apple in App Purchases
- Google in App Purchases
- mobile payment services;
- digital wallets;
- bank payment methods; or
- other payment methods made available from time to time.

79.2 Third-Party Providers

Payments are processed by authorised third-party payment providers.

Leasy Link does not store complete payment card information unless expressly stated and in compliance with applicable law and recognised payment security standards.

79.3 Payment Failure

Where payment cannot be successfully processed, Leasy Link may:

- retry the transaction;
 - notify the User;
 - suspend certain features;
 - restrict access; or
 - terminate the subscription in accordance with these Terms.
-

80. Subscription Limits

80.1 Usage Limits

Each subscription plan may include limits relating to:

- number of properties;
- number of active units;
- storage;
- authorised users;
- other features.

80.2 Exceeding Limits

Where a User reaches a subscription limit, the User may be required to:

- upgrade their subscription;
- reduce usage to within the applicable limits; or
- purchase additional capacity where available.

Leasy Link reserves the right to prevent the creation of additional records beyond the applicable subscription limits until the issue is resolved.

81. Upgrades and Downgrades

81.1 Upgrades

Users may upgrade their subscription at any time, subject to the available plans and applicable pricing.

Any upgraded features may become available immediately or from the next billing cycle, depending on the applicable Subscription and Billing Policy.

81.2 Downgrades

Users may request a downgrade to a lower subscription plan.

Downgrading may result in reduced functionality or lower usage limits.

Leasy Link shall not be responsible for any inability to access features that are unavailable under the downgraded plan.

82. Cancellation

82.1 User Cancellation

Users may cancel their subscription in accordance with the Subscription and Billing Policy.

Cancellation of a subscription does not automatically delete the User's Account or data.

82.2 Effect of Cancellation

Following cancellation:

- access to paid features may cease at the end of the current billing period;
 - historical information may remain subject to applicable retention policies;
 - data may remain available for a limited period where permitted by the applicable subscription.
-

83. Refunds

Refunds are governed by the Leasy Link Refund Policy.

Except where required by law or expressly provided in the Refund Policy, subscription fees are non-refundable.

84. Suspension for Non-Payment

Leasy Link may suspend or restrict access to the Services where subscription fees remain unpaid after the applicable due date.

Prior to suspension, Leasy Link will ordinarily provide reasonable notice where practicable.

85. Changes to Pricing

85.1 Price Changes

Leasy Link may revise subscription pricing from time to time.

Price revisions shall not apply retrospectively.

85.2 Notice

Where pricing changes affect existing subscriptions, reasonable notice shall be provided before the revised pricing becomes effective.

Continued use of the Services after the effective date of revised pricing constitutes acceptance of the new pricing.

86. Promotional Offers

Promotional pricing, discounts, coupons or introductory offers:

- are subject to specific promotional terms;
 - may be limited in duration;
 - may be withdrawn at any time;
 - may not be combined unless expressly stated.
-

87. Billing Disputes

Users who believe a billing error has occurred should notify Leasy Link within a reasonable period after becoming aware of the issue.

Leasy Link will investigate billing disputes in good faith and, where appropriate, correct verified billing errors.

88. Subscription Policy

The detailed operational rules relating to subscriptions, payment processing, billing cycles, grace periods, upgrades, downgrades, cancellations and renewals are set out in the **Leasy Link Subscription and Billing Policy**, which forms part of these Terms.

89. Refund Policy

The detailed rules governing refunds, credits, chargebacks and exceptional circumstances are set out in the **Leasy Link Refund Policy**, which forms part of these Terms.

PART I

ACCEPTABLE USE OF THE SERVICES

90. Purpose

90.1 Responsible Use

The Services are provided to assist Users with the lawful administration and management of rental properties.

Users shall use the Services responsibly, ethically, professionally and in accordance with these Terms and all applicable laws.

90.2 Protection of the Platform

These Acceptable Use provisions are intended to:

- protect Users;
- protect Personal Information;
- protect the integrity of the Services;
- protect Leasy Link's intellectual property;

- promote lawful use of the platform; and
 - maintain the security, availability and reliability of the Services.
-

91. Lawful Use

Users shall use the Services only for lawful purposes.

Users must not use the Services in any manner that:

- violates applicable law;
 - infringes the rights of another person;
 - facilitates unlawful conduct;
 - interferes with the operation of the Services; or
 - compromises the security of the Services.
-

92. Prohibited Activities

Users shall not directly or indirectly:

92.1 Fraud

- create fraudulent Accounts;
- impersonate another individual or organisation;
- misrepresent identity or authority;
- submit false information.

92.2 Unauthorised Access

- access another person's Account without authority;
- attempt to gain unauthorised access to systems;
- bypass authentication controls;
- exploit software vulnerabilities.

92.3 Security

Users shall not:

- introduce viruses;
- introduce malware;
- introduce ransomware;
- distribute malicious code;
- interfere with system security;
- perform denial-of-service attacks;
- attempt penetration testing without written permission from Leasy Link.

92.4 System Abuse

Users shall not:

- overload the Services;
- interfere with network infrastructure;
- disrupt other Users;
- interfere with software performance;
- misuse APIs or integrations.

93. Intellectual Property

Users shall not:

- copy the Application;
- copy software;
- copy databases;
- reproduce documentation;
- reproduce branding;
- reproduce logos;
- reproduce marketing materials;
- reproduce training materials;
- remove copyright notices;
- claim ownership of Leasy Link Intellectual Property.

Nothing in these Terms transfers ownership of Leasy Link's Intellectual Property, which remains protected under applicable copyright and intellectual property laws.

94. Reverse Engineering

Except where expressly permitted by mandatory law, Users shall not:

- reverse engineer;
- decompile;
- disassemble;
- modify;
- create derivative works from;
- attempt to discover the source code of;

any part of the Services.

95. Unlawful Content

Users shall not upload, transmit or store information that:

- is unlawful;
 - is defamatory;
 - is fraudulent;
 - is threatening;
 - is abusive;
 - is discriminatory;
 - infringes copyright or other intellectual property rights;
 - infringes privacy rights;
 - contains malicious software.
-

96. Personal Information

Users shall not use the Services to:

- collect Personal Information unlawfully;
- disclose Personal Information without lawful authority;
- process Personal Information for unauthorised purposes;
- sell Personal Information;
- misuse National Identification Numbers or Passport Numbers;
- circumvent applicable privacy laws.

Users remain responsible for ensuring that any Personal Information processed through the Services is handled lawfully.

97. Tenant Records

Users shall not:

- upload fictitious tenant records;
- manipulate payment histories;
- falsify receipts;
- alter historical records for fraudulent purposes;
- create misleading statements;
- intentionally record inaccurate rental information.

Leasy Link may maintain audit logs to detect and investigate such activities.

98. Automated Use

Users shall not:

- use bots;
- use automated scripts;
- scrape data;
- harvest information;
- crawl the Services;
- use automated registration tools;

without Leasy Link's prior written authorisation.

99. Commercial Misuse

Users shall not:

- resell the Services without written approval;
- sublicense access to the Services;
- commercially exploit the Services beyond the rights granted under these Terms;
- operate competing hosted versions of the Services.

100. Security Testing

Users shall not conduct:

- penetration testing;
- vulnerability scanning;

- security testing;
- network testing;

without prior written consent from Leasy Link.

Nothing prevents responsible vulnerability disclosure made in good faith through a process designated by Leasy Link.

101. Compliance with Third-Party Rights

Users warrant that their use of the Services does not infringe the rights of any third party, including rights relating to:

- copyright;
 - trademarks;
 - confidential information;
 - Personal Information;
 - contractual obligations.
-

102. Monitoring

To protect the Services, Leasy Link may, to the extent permitted by applicable law:

- monitor system performance;
- monitor security events;
- review audit logs;
- investigate suspected misuse;
- detect fraud;
- detect malicious activity.

Such monitoring is conducted in accordance with the Privacy Policy and applicable law.

103. Enforcement

Where Leasy Link reasonably believes that a User has breached these Terms, Leasy Link may:

- issue a warning;
- require corrective action;
- suspend access;
- restrict functionality;
- remove unlawful content;
- terminate the Account;
- report unlawful conduct to competent authorities;
- pursue any other remedy available under applicable law.

Leasy Link will exercise these powers reasonably and, where appropriate, having regard to the seriousness of the breach and the User's opportunity to respond.

104. Reporting Misuse

Users who become aware of:

- unauthorised access;

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- suspected fraud;
- copyright infringement;
- misuse of Personal Information;
- security vulnerabilities;
- unlawful content;

should promptly notify Leasy Link using the official support channels.

105. Relationship with the Acceptable Use Policy

This Part establishes the core contractual obligations relating to acceptable use.

The **Leasy Link Acceptable Use Policy**, where published, supplements these Terms by providing additional operational guidance.

Where there is any inconsistency, these Terms shall prevail unless expressly stated otherwise.

PART J

INTELLECTUAL PROPERTY RIGHTS

106. Ownership of Intellectual Property

106.1 Ownership

Unless expressly stated otherwise, all Intellectual Property Rights relating to the Services are and shall remain the exclusive property of Leasy Link or its licensors.

This includes, without limitation:

- the Leasy Link mobile application;
- the Leasy Link website;
- software and source code;
- object code;
- databases and database structures;
- application programming interfaces (APIs);
- system architecture;
- workflows;
- business processes;
- algorithms;
- user interfaces;
- screen layouts;
- graphics;
- icons;
- logos;
- colour schemes;
- photographs;
- videos;
- animations;
- documentation;
- templates;

- reports;
- training materials;
- marketing materials;
- trademarks;
- trade names;
- domain names;
- trade secrets;
- know-how; and
- all future improvements, modifications and enhancements.

106.2 Protection by Law

The Intellectual Property referred to in these Terms is protected by applicable intellectual property laws, including the Copyright and Neighbouring Rights Act and other applicable legislation.

107. Limited Licence to Use the Services

107.1 Licence Grant

Subject to compliance with these Terms and payment of applicable subscription fees, Leasy Link grants the User a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to access and use the Services solely for the User's internal rental management purposes.

107.2 No Transfer of Ownership

Nothing in these Terms transfers ownership of any Intellectual Property Rights from Leasy Link to the User.

108. Restrictions on Use

Unless expressly permitted by law or by prior written consent from Leasy Link, Users shall not:

- copy the Services;
 - reproduce any part of the Services;
 - modify the Services;
 - adapt the Services;
 - translate the Services;
 - reverse engineer the Services;
 - decompile the Services;
 - disassemble the Services;
 - create derivative works;
 - remove copyright notices;
 - remove trademarks;
 - circumvent security measures;
 - distribute copies of the Services;
 - rent, lease or sublicense the Services;
 - commercially exploit the Services beyond the rights granted under these Terms.
-

109. Trademarks

109.1 Ownership

The following, whether registered or unregistered, are the property of Leasy Link or its licensors:

- Leasy Link;
- the Leasy Link logo;
- trade names;
- slogans;
- branding;
- service marks;
- icons; and
- other brand identifiers used in connection with the Services.

109.2 Restrictions

Users shall not use, reproduce or imitate any Leasy Link trademark or branding without prior written permission.

110. Copyright

110.1 Copyright Notice

All content made available through the Services, including software, text, graphics, reports, manuals, photographs, videos, documentation and databases, is protected by copyright.

110.2 Reservation of Rights

All rights not expressly granted to Users under these Terms are reserved by Leasy Link.

111. User Content

111.1 Ownership by Users

Users retain ownership of the information and documents they upload to the Services, including:

- lease agreements;
- tenant information;
- payment records;
- receipts;
- photographs;
- inspection reports;
- correspondence;
- utility records; and
- other User-generated content.

111.2 Licence to Leasy Link

To enable Leasy Link to provide the Services, the User grants Leasy Link a worldwide, non-exclusive, royalty-free licence to:

- host;
- store;
- encrypt;
- back up;

- reproduce;
- display;
- process;
- transmit;
- format;

such User Content solely for the purpose of providing, maintaining, securing and improving the Services.

111.3 No Ownership of User Content

Except for the limited licence granted above, Leasy Link does not claim ownership of User Content.

112. Feedback and Suggestions

112.1 Voluntary Feedback

Users may voluntarily submit:

- suggestions;
- feature requests;
- enhancement proposals;
- bug reports;
- usability feedback; or
- other recommendations.

112.2 Use of Feedback

Unless otherwise agreed in writing, Users grant Leasy Link the unrestricted right to use, implement, modify and incorporate such feedback into the Services without payment, acknowledgement or compensation.

113. Third-Party Intellectual Property

The Services may contain or integrate third-party software, trademarks, content or technologies licensed to Leasy Link.

Such Intellectual Property remains the property of the relevant owner and is subject to the applicable licence terms.

Nothing in these Terms transfers ownership of third-party Intellectual Property to Users.

114. Open-Source Software

Where the Services include open-source software, the applicable open-source licence terms shall govern the use of that software.

Nothing in these Terms limits any rights granted under those licences.

115. Infringement Claims

115.1 Reporting

Any person who believes that their Intellectual Property Rights have been infringed through the Services should notify Leasy Link in writing and provide sufficient information to enable the alleged infringement to be investigated.

115.2 Investigation

Leasy Link may investigate alleged infringements and may, where appropriate:

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- remove content;
 - suspend access;
 - request additional information;
 - take other reasonable measures consistent with applicable law.
-

116. Unauthorised Use

Leasy Link reserves the right to pursue all remedies available under applicable law against any person who:

- infringes its Intellectual Property Rights;
- misuses the Services;
- copies proprietary materials without permission;
- reproduces software unlawfully;
- distributes unauthorised copies;
- misappropriates confidential information.

Such remedies may include civil proceedings, injunctive relief, damages and, where applicable, referral to the appropriate authorities.

117. Survival

The provisions of this Part relating to Intellectual Property Rights shall survive the suspension, cancellation or termination of a User's Account and shall continue to apply for so long as the relevant Intellectual Property Rights remain protected by law.

PART K

PRIVACY, DATA PROTECTION AND INFORMATION SECURITY

118. Commitment to Privacy

118.1 Respect for Privacy

Leasy Link is committed to protecting the privacy, confidentiality and security of Personal Information entrusted to us by our Users.

118.2 Privacy by Design

Leasy Link applies the principles of privacy by design and privacy by default in the development, operation and continuous improvement of the Services.

118.3 Lawful Processing

Personal Information shall be processed only where there is a lawful basis to do so and only for legitimate purposes consistent with these Terms, the Privacy Policy and applicable law.

119. Privacy Policy

119.1 Incorporated by Reference

The Leasy Link Privacy Policy forms an integral part of these Terms and should be read together with them.

119.2 Acceptance

By accepting these Terms or using the Services, the User confirms that they have read and accepted the Privacy Policy.

119.3 Conflict

Where there is any inconsistency between these Terms and the Privacy Policy regarding the processing of Personal Information, the Privacy Policy shall prevail in relation to privacy and data protection matters, unless applicable law requires otherwise.

120. Personal Information

120.1 Collection

Leasy Link may collect, record, store, organise, use, disclose, retain and securely dispose of Personal Information necessary to provide the Services.

120.2 Categories of Information

Depending on the Services used, Personal Information may include:

- Full Names;
- National Identification Numbers;
- Passport Numbers;
- Contact Details;
- Property Information;
- Lease Information;
- Tenant Information;
- Payment Records;
- Receipts;
- Statements;
- Documents;
- Device Information;
- Usage Information; and
- other information described in the Privacy Policy.

120.3 Purpose

Personal Information is processed only for purposes that are lawful, specific and necessary to provide, administer, secure and improve the Services.

121. User Responsibilities

121.1 Lawful Collection

Users remain responsible for ensuring that Personal Information uploaded to the Services has been collected and processed lawfully.

121.2 Accuracy

Users shall ensure that Personal Information entered into the Services is:

- accurate;
- complete;
- relevant; and
- kept up to date.

121.3 Sensitive Personal Information

Where Users upload sensitive Personal Information, including National Identification Numbers, Passport Numbers or identity documents, Users warrant that:

- they have a lawful basis to process such information;
 - the information is reasonably necessary for the intended purpose; and
 - applicable legal requirements have been observed.
-

122. Information Security

122.1 Security Measures

Leasy Link implements reasonable technical and organisational measures designed to protect Personal Information against:

- unauthorised access;
- accidental loss;
- unlawful destruction;
- alteration;
- misuse;
- unauthorised disclosure.

122.2 Security Features

Security measures may include:

- encryption;
- authentication controls;
- One-Time Password (OTP) verification;
- access controls;
- audit logging;
- secure backups;
- system monitoring;
- vulnerability management.

122.3 User Responsibilities

Users also play an important role in protecting Personal Information by:

- maintaining password confidentiality;
 - protecting registered devices;
 - safeguarding OTP verification codes;
 - promptly reporting suspected unauthorised access.
-

123. Confidentiality

123.1 Obligation

Users who gain access to Personal Information through the Services shall keep such information confidential.

123.2 Restrictions

Users shall not disclose, copy or use Personal Information except:

- as authorised by law;
- as authorised by the relevant data subject where required;

- as necessary for legitimate rental management purposes; or
 - as otherwise permitted under these Terms and the Privacy Policy.
-

124. Cross-Border Processing

124.1 International Services

Leasy Link may use cloud infrastructure or service providers located in jurisdictions outside the User's country of residence.

124.2 Safeguards

Where Personal Information is transferred across borders, Leasy Link shall implement reasonable safeguards appropriate to the nature of the information and the applicable legal requirements.

124.3 User Acknowledgement

By using the Services, Users acknowledge that Personal Information may be processed or stored in jurisdictions other than their own where necessary to provide the Services.

125. Third-Party Service Providers

Leasy Link may engage carefully selected third-party providers to assist in delivering the Services, including providers of:

- cloud hosting;
- payment processing;
- messaging services;
- authentication services;
- analytics;
- customer support.

Where such providers process Personal Information on behalf of Leasy Link, reasonable contractual and organisational safeguards will be implemented.

126. Data Subject Rights

Leasy Link recognises that individuals may have rights under applicable data protection laws, including, where applicable, the right to:

- request access to Personal Information;
- request correction of inaccurate information;
- request deletion where legally permissible;
- object to certain processing activities;
- request restriction of processing;
- withdraw consent where processing is based on consent; and
- lodge a complaint with the appropriate supervisory authority.

Requests relating to these rights shall be handled in accordance with the Privacy Policy and applicable law.

127. Data Breaches

127.1 Security Incidents

Where Leasy Link becomes aware of a Personal Information security incident, it will assess the incident promptly and take reasonable steps to contain, investigate and mitigate its effects.

127.2 Notification

Where required by applicable law, Leasy Link will notify:

- the relevant supervisory authority; and/or
- affected individuals,

within the timeframes prescribed by law.

127.3 User Cooperation

Users agree to cooperate with Leasy Link where reasonably necessary to investigate and respond to suspected security incidents affecting their Accounts.

128. Retention and Deletion

Personal Information shall be retained only for as long as reasonably necessary to:

- provide the Services;
- comply with legal obligations;
- maintain legitimate business records;
- resolve disputes;
- enforce legal rights; or
- satisfy applicable retention requirements.

The detailed retention framework is set out in the Privacy Policy.

129. Compliance with Data Protection Laws

Leasy Link is committed to complying with applicable data protection legislation governing the processing of Personal Information in the jurisdictions where it operates.

Users are likewise responsible for ensuring that their own collection and use of Personal Information through the Services complies with applicable law.

130. Survival

The obligations relating to confidentiality, privacy, protection of Personal Information and information security shall survive the suspension, cancellation or termination of a User's Account for so long as Personal Information is retained or required to be protected under applicable law.

PART L

DISCLAIMERS, WARRANTIES AND LIMITATION OF LIABILITY

131. Nature of the Services

131.1 Technology Platform

Leasy Link provides a Software-as-a-Service ("SaaS") platform that assists Users in managing rental information electronically.

Leasy Link does not replace professional legal, financial, accounting, tax or property management advice.

Leasy Link Terms and Conditions

131.2 Independent Decisions

Users remain solely responsible for all decisions made using information generated by the Services.

Leasy Link does not make decisions on behalf of Users.

132. No Legal Advice

Leasy Link does not provide:

- legal advice;
- legal representation;
- legal drafting services;
- legal opinions;
- litigation services;
- debt collection services;
- eviction services.

Users should obtain independent professional advice where required.

133. No Guarantee of Business Outcomes

Leasy Link does not warrant that use of the Services will:

- increase rental income;
- eliminate vacancies;
- improve profitability;
- prevent tenant disputes;
- guarantee payment of rent;
- eliminate human error;
- prevent fraud;
- ensure compliance with applicable law.

The effectiveness of the Services depends on the accuracy of information entered by Users and the manner in which the Services are used.

134. Accuracy of Information

134.1 User-Generated Information

The Services rely primarily upon information entered by Users.

134.2 No Verification

Except where expressly stated otherwise, Leasy Link does not independently verify:

- tenant information;
- lease information;
- rental amounts;
- payment records;
- property details;
- uploaded documents.

Users remain solely responsible for the accuracy of such information.

135. Availability of the Services

135.1 Reasonable Availability

Leasy Link will use reasonable efforts to make the Services available.

135.2 No Guarantee of Continuous Operation

Leasy Link does not warrant that the Services will be:

- uninterrupted;
- error-free;
- continuously available;
- free from delays;
- compatible with every device or operating system.

135.3 Maintenance

The Services may be temporarily unavailable due to:

- scheduled maintenance;
 - emergency maintenance;
 - software updates;
 - network failures;
 - third-party service interruptions;
 - force majeure events;
 - security incidents.
-

136. Third-Party Services

The Services may rely upon third-party providers, including providers of:

- cloud hosting;
- messaging;
- authentication;
- payment processing;
- telecommunications;
- operating systems.

Leasy Link is not responsible for interruptions, failures or delays caused by third-party providers beyond its reasonable control.

137. Beta Features and Future Features

137.1 Beta Features

From time to time Leasy Link may provide beta, trial or experimental features.

Such features are provided "**as available**" for evaluation purposes and may be modified, suspended or withdrawn without notice.

137.2 Future Features

Any feature described as:

- planned;

- proposed;
- under development;
- future functionality; or
- roadmap,

does not form part of the contractual Services until officially released by Leasy Link.

138. Warranties

138.1 Limited Warranty

Leasy Link warrants only that it has the legal authority to provide the Services.

138.2 Excluded Warranties

To the maximum extent permitted by applicable law, all other warranties, whether express, implied or statutory, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, are excluded.

138.3 Mandatory Rights

Nothing in these Terms excludes or limits any warranty or right that cannot lawfully be excluded under applicable legislation.

139. Limitation of Liability

139.1 General Limitation

To the fullest extent permitted by applicable law, Leasy Link shall not be liable for any indirect, incidental, consequential, special or punitive damages arising out of or in connection with the use of the Services.

139.2 Examples

This includes, without limitation:

- loss of profits;
- loss of revenue;
- loss of business opportunities;
- loss of goodwill;
- loss of anticipated savings;
- business interruption;
- corruption or loss of data;
- reputational harm;
- indirect financial loss.

139.3 Aggregate Liability

To the fullest extent permitted by law, Leasy Link's total aggregate liability arising from or relating to the Services shall not exceed the subscription fees paid by the User to Leasy Link during the twelve (12) months immediately preceding the event giving rise to the claim.

This limitation does not apply where liability cannot legally be limited or excluded.

140. Circumstances Beyond Our Control

Leasy Link shall not be liable for delays or failures resulting from circumstances beyond its reasonable control, including:

- natural disasters;
 - fire;
 - flood;
 - epidemic or pandemic;
 - war;
 - terrorism;
 - civil unrest;
 - labour disputes;
 - government action;
 - telecommunications failures;
 - internet outages;
 - power failures;
 - failures of third-party service providers.
-

141. User Indemnity

The User agrees to indemnify and hold harmless Leasy Link, its directors, officers, employees, contractors and agents against claims, losses, liabilities, damages, costs and expenses arising from:

- breach of these Terms;
- unlawful use of the Services;
- inaccurate information supplied by the User;
- infringement of third-party rights;
- unlawful processing of Personal Information by the User;
- violation of applicable law by the User.

This indemnity does not apply to the extent that the loss results from Leasy Link's own negligence, wilful misconduct or unlawful conduct.

142. Mitigation of Loss

Both Leasy Link and the User shall take reasonable steps to minimise any loss or damage arising from an incident or dispute where practicable.

143. Consumer Rights

Nothing in these Terms shall exclude, restrict or limit any statutory rights or remedies available to Users under mandatory consumer protection, data protection or other legislation that cannot lawfully be excluded.

144. Survival

The provisions relating to:

- disclaimers;
- warranties;
- limitation of liability;
- indemnities; and
- accrued rights,

shall survive the suspension, cancellation or termination of a User's Account to the extent necessary to give them continuing legal effect.

PART M

SUSPENSION, RESTRICTION, CANCELLATION AND TERMINATION

145. Right to Suspend or Restrict the Services

145.1 Suspension by Leasy Link

Leasy Link may suspend, restrict or temporarily disable a User's access to all or part of the Services where it reasonably believes that:

- these Terms have been breached;
- applicable law has been violated;
- fraudulent or unlawful activity is suspected;
- there has been unauthorised access to an Account;
- payment obligations have not been met;
- the security or integrity of the Services is at risk;
- suspension is necessary to comply with a legal or regulatory requirement; or
- suspension is reasonably necessary to protect Leasy Link, its Users or third parties.

145.2 Temporary Nature

Where appropriate, suspension may be temporary while Leasy Link investigates the matter or while the User remedies the relevant issue.

145.3 Notice

Where reasonably practicable, Leasy Link will notify the User of the reason for the suspension and, where appropriate, the steps required to restore access.

146. Immediate Suspension

Leasy Link may suspend an Account immediately and without prior notice where it reasonably believes that immediate action is necessary to:

- prevent fraud;
- prevent unauthorised access;
- protect Personal Information;
- prevent damage to the Services;
- comply with a court order;
- comply with a lawful instruction from a competent authority;
- protect other Users.

147. User Cancellation

147.1 Voluntary Cancellation

A User may cancel their subscription or request closure of their Account at any time through the procedures made available by Leasy Link.

147.2 Outstanding Obligations

Cancellation does not release the User from obligations that arose before the effective date of cancellation, including outstanding subscription fees or other lawful obligations.

147.3 Future Billing

Where cancellation takes effect before the next renewal date, future recurring subscription charges will cease in accordance with the Subscription and Billing Policy.

148. Termination by Leasy Link

Leasy Link may terminate a User's Account where:

- there has been a material breach of these Terms;
- fraudulent activity has been confirmed;
- false information was provided during registration;
- subscription fees remain unpaid after reasonable opportunity to remedy the default;
- the User repeatedly breaches these Terms;
- continued provision of the Services would expose Leasy Link to legal, regulatory or security risks.

Where reasonably practicable, Leasy Link will provide notice of termination and the reason for the decision.

149. Effect of Suspension

During a period of suspension:

- access to the Services may be limited or unavailable;
- certain features may be disabled;
- subscription obligations may continue unless otherwise stated;
- Leasy Link may investigate the relevant circumstances.

Suspension does not automatically terminate the Agreement.

150. Effect of Termination

Upon termination of an Account:

- the User's licence to use the Services immediately ends;
- access to paid features ceases;
- access to the Account may be withdrawn;
- Leasy Link may disable login credentials;
- subscription renewals will cease, subject to any outstanding payment obligations.

Termination does not affect any rights or obligations that accrued before termination.

151. User Data Following Termination

151.1 Retention

Following termination, Leasy Link may retain User information where reasonably necessary to:

- comply with applicable law;
- comply with regulatory obligations;
- resolve disputes;

- investigate fraud;
- maintain accounting records;
- enforce legal rights;
- maintain security and audit logs.

151.2 Deletion

Where legally permissible and subject to applicable retention obligations, Personal Information may be deleted or anonymised in accordance with the Privacy Policy.

151.3 User Requests

Where applicable law grants a User the right to request deletion or export of Personal Information, Leasy Link will consider such requests in accordance with the Privacy Policy and applicable law.

152. Export of Data

Where functionality is available and subject to applicable subscription terms, Users may be permitted to export certain records before termination.

Leasy Link does not guarantee indefinite availability of exported data following termination.

153. Abandoned Accounts

Where an Account remains inactive for an extended period, Leasy Link may contact the User regarding continued use of the Services.

Leasy Link may suspend, archive or close inactive Accounts after providing reasonable notice, subject to applicable legal retention obligations.

154. No Refund Following Termination

Except where required by law or expressly provided in the Refund Policy:

- termination of an Account does not entitle the User to a refund of subscription fees already paid;
- prepaid fees are non-refundable;
- outstanding fees remain payable.

155. Reinstatement

Where an Account has been suspended, the User may request reinstatement.

Leasy Link may require:

- identity verification;
- payment of outstanding fees;
- remediation of the breach;
- additional information reasonably required to assess the request.

Reinstatement is at the sole discretion of Leasy Link, acting reasonably and consistently with these Terms.

156. Surviving Provisions

Termination or cancellation does not affect provisions of these Terms that by their nature are intended to survive termination, including provisions relating to:

- Intellectual Property;

Leasy Link Terms and Conditions

- Confidentiality;
 - Privacy and Data Protection;
 - Limitation of Liability;
 - Indemnities;
 - Dispute Resolution;
 - Governing Law;
 - Audit Rights;
 - Outstanding Payment Obligations;
 - Record Retention; and
 - any accrued rights or remedies.
-

157. Reservation of Rights

Any suspension, restriction, cancellation or termination exercised under this Part is without prejudice to any other rights or remedies available to Leasy Link under these Terms, applicable law or equity.

PART N

DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

158. Commitment to Good Faith

158.1 Good Faith Resolution

Leasy Link and the User agree to act in good faith and use reasonable efforts to resolve any dispute, disagreement or claim arising out of or in connection with these Terms before commencing formal legal proceedings.

158.2 Continued Performance

Unless the nature of the dispute makes it impossible, both parties shall continue to perform their respective obligations under these Terms while attempting to resolve the dispute.

159. Notification of a Dispute

159.1 Written Notice

A party wishing to raise a dispute shall provide written notice to the other party describing:

- the nature of the dispute;
- the relevant facts;
- the relief sought; and
- any supporting information reasonably available.

159.2 Opportunity to Respond

The receiving party shall be afforded a reasonable opportunity to review the matter and respond before legal proceedings are commenced.

160. Internal Resolution

Before commencing legal proceedings, the parties agree to attempt to resolve the dispute through Leasy Link's internal complaint or dispute resolution process where such a process is available.

Nothing in this clause prevents either party from seeking urgent interim relief from a court where immediate action is reasonably necessary.

161. Negotiation

Where a dispute cannot be resolved through the internal process, the parties agree to attempt to resolve the dispute through direct negotiation conducted in good faith.

The parties may exchange information reasonably necessary to facilitate settlement discussions.

162. Mediation

162.1 Voluntary Mediation

If negotiation does not resolve the dispute, either party may propose mediation before an independent mediator agreed upon by the parties.

162.2 Costs

Unless otherwise agreed, each party shall bear its own costs of participating in mediation, while the mediator's fees shall be shared equally.

162.3 Confidentiality

Communications made during mediation are confidential and may not be used as evidence in subsequent legal proceedings unless disclosure is required by law or agreed by the parties.

163. Court Proceedings

163.1 Right to Litigate

Where a dispute is not resolved through negotiation or mediation, either party may institute legal proceedings before the courts of the Republic of Botswana, subject to the exclusive jurisdiction provisions of

these terms and any mandatory provision of Applicable Law that cannot lawfully be excluded or varied by agreement.

163.2 Urgent Relief

Nothing in these Terms prevents either party from applying to a competent court for:

- urgent interim relief;
- injunctive relief;
- preservation orders;
- enforcement of Intellectual Property Rights; or
- protection of confidential information.

164. Governing Law

These Terms, including their formation, interpretation, performance and enforcement, and any dispute, claim or controversy arising out of or relating to these Terms or the Services, shall be governed by and interpreted in accordance with the laws of the Republic of Botswana.

164.2 Mandatory Legal Protections

The selection of Botswana laws does not exclude or limit any mandatory legal protection that Applicable Law expressly provides to a User, and which cannot lawfully be excluded, restricted or varied by contractual agreement.

The application of any such mandatory protection shall be limited to the extent required by Applicable Law and shall not, by itself, alter the parties' choice of the laws of the Republic of Botswana as the governing law of these Terms.

165. Jurisdiction

165.1 Botswana Courts

Subject to Clause 164.2, the courts of the Republic of Botswana shall have jurisdiction to determine disputes arising under these Terms.

165.2 International Legal Process

The designation of the courts of the Republic of Botswana as the exclusive contractual jurisdiction does not prevent Leasy Link from complying with any legally binding court order, regulatory requirement, governmental request or other mandatory legal process issued or enforceable in another jurisdiction where Leasy Link is required to comply under Applicable Law.

Compliance with such legal process does not constitute Leasy Link's submission to the general jurisdiction of the issuing foreign court, regulator or authority for disputes arising under this EULA, except to the extent required by Applicable Law.

166. Regulatory Cooperation

Leasy Link may cooperate with:

- courts;
- regulatory authorities;

- law enforcement agencies;
- data protection authorities; and
- other competent governmental bodies,

where required or permitted by applicable law.

Such cooperation may include the disclosure of information where legally required.

167. Consumer Rights

Nothing in these Terms limits or excludes any mandatory statutory rights or remedies available to Users under applicable consumer protection, privacy or other legislation that cannot lawfully be excluded.

168. Limitation Period

To the extent permitted by applicable law, any claim arising from these Terms should be brought within the period prescribed by the applicable law governing that claim.

Nothing in this clause shortens any statutory limitation period that cannot lawfully be varied.

169. Electronic Evidence

The parties acknowledge that electronic records generated by the Services, including:

- audit logs;
- login records;
- receipts;
- statements;
- notifications;
- communications;
- payment records; and
- system activity logs,

may be relied upon as evidence to the extent permitted by applicable law.

The evidential weight of such records shall be determined by the court or tribunal considering the matter.

170. Legal Costs

Unless otherwise ordered by a court or agreed by the parties:

- each party shall bear its own legal costs incurred in attempting to resolve a dispute; and
- any award of legal costs in formal proceedings shall be determined by the court or tribunal in accordance with applicable law.

171. Survival

The provisions relating to:

- dispute resolution;
- governing law;
- jurisdiction;
- confidentiality;
- intellectual property;
- limitation of liability;
- privacy and data protection; and
- accrued rights,

shall survive the suspension, cancellation or termination of these Terms where necessary to give them continuing legal effect.

PART O

GENERAL LEGAL PROVISIONS

This Part brings together the standard contractual clauses that ensure the Terms remain legally effective, even if circumstances change.

PART O

GENERAL LEGAL PROVISIONS

172. Entire Agreement

172.1 Entire Agreement

These Terms, together with the following documents incorporated by reference:

- Privacy Policy;
- End User Licence Agreement (EULA);
- Subscription and Billing Policy;
- Refund Policy;
- Cookie Policy;
- Acceptable Use Policy; and
- any additional policies expressly incorporated by reference,

constitute the entire agreement between Leasy Link and the User concerning the use of the Services.

172.2 Previous Agreements

These Terms supersede all prior discussions, negotiations, understandings and agreements relating to the Services, whether oral or written.

173. Severability

173.1 Validity

If any provision of these Terms is declared invalid, unlawful or unenforceable by a court or competent authority, that provision shall be severed only to the extent necessary.

173.2 Remaining Provisions

The remaining provisions shall continue in full force and effect.

174. Waiver

174.1 No Waiver

Failure by Leasy Link to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other right.

174.2 Written Waiver

No waiver shall be effective unless recorded in writing and authorised by Leasy Link.

175. Assignment

175.1 User Assignment

The User may not assign, transfer, delegate or otherwise dispose of any rights or obligations under these Terms without the prior written consent of Leasy Link.

175.2 Leasy Link Assignment

Leasy Link may assign or transfer its rights and obligations:

- as part of a merger;
- acquisition;
- corporate restructuring;
- sale of assets; or
- other legitimate business transaction,

provided that the User's rights under these Terms are not materially reduced except where required by law.

176. No Partnership or Agency

Nothing contained in these Terms shall create:

- a partnership;
- joint venture;
- agency relationship;
- employment relationship;
- fiduciary relationship; or
- franchise relationship

between Leasy Link and any User.

177. Independent Contractors

Where Leasy Link appoints contractors, consultants or service providers, they act as independent contractors unless expressly agreed otherwise.

Nothing in these Terms creates an employment relationship between the User and any contractor engaged by Leasy Link.

178. Electronic Communications

178.1 Consent

The User agrees that Leasy Link may communicate electronically through:

- email;
- **SMS;**
- WhatsApp (where available);
- in-App notifications;
- website notices; and
- other electronic communication channels.

178.2 Legal Effect

Electronic communications may satisfy any legal requirement for written notice where recognised by applicable law.

179. Electronic Acceptance

The User acknowledges that acceptance of these Terms by:

- selecting "I Agree";
- creating an Account;

Leasy Link Terms and Conditions

- subscribing to the Services;
- logging into the Services; or
- continuing to use the Services after notice of amendments,

constitutes a legally binding electronic acceptance.

180. Notices

180.1 Notices to Users

Leasy Link may provide notices through:

- email;
- the Application;
- the Website;
- **SMS**;
- WhatsApp; or
- other electronic means reasonably likely to come to the User's attention.

180.2 Notices to Leasy Link

Users may submit notices using the official contact details published on the Leasy Link website or within the Application.

181. Compliance with Applicable Laws

Users shall comply with all applicable laws relevant to their use of the Services, including laws relating to:

- contracts;
- consumer protection;
- taxation;
- electronic communications;
- intellectual property;
- privacy and data protection;
- anti-fraud; and
- other mandatory legal requirements applicable in their jurisdiction.

Leasy Link likewise undertakes to operate the Services in compliance with applicable legal obligations.

182. Force Majeure

Leasy Link shall not be liable for delays or failures in performing its obligations where such delays or failures result from events beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;

- civil unrest;
- epidemics or pandemics;
- labour disputes;
- government action;
- power failures;
- internet outages;
- failures of third-party infrastructure.

Leasy Link will use reasonable efforts to resume normal operations as soon as reasonably practicable.

183. Language

These Terms are drafted in English.

Where they are translated into another language, the English version shall prevail to the extent permitted by applicable law.

184. Headings

Clause headings and titles are included for convenience only and shall not affect the interpretation of these Terms.

185. No Third-Party Rights

Except where expressly provided by law or these Terms, no person who is not a party to these Terms shall acquire any rights under them.

186. Review and Amendments

Leasy Link will periodically review these Terms to ensure they remain:

- legally compliant;
- operationally appropriate;
- aligned with technological developments;
- consistent with the Privacy Policy and other Leasy Link policies.

Updated versions will be published through appropriate communication channels.

187. Effective Date

These Terms take effect on the Effective Date stated at the beginning of this document and remain in force until replaced by a later version.

188. Contact Details

Questions regarding these Terms may be directed to:

Leasy Link (Pty) Ltd

Registered Office: Gaborone, Botswana

Email: [support@leasy-link.com]

Website: [www.leasy-link.com]

Data Protection Contact: support@leasy-link.com

APPROVAL

These Terms & Conditions are approved by Leasy Link (Pty) Ltd and form part of the official Legal & Compliance Framework.

Version	Effective Date	Approved By	Next Review
1.0	23 August 2026	Board of Directors	Annual or as required by law

STATUTORY AND REGULATORY FRAMEWORK

LEGAL REVIEW NOTE: The legislation listed below is included as a compliance framework for legal review. It does not state that every Act applies to every transaction or feature. Application depends on the country, the User, the processing activity, the payment route and the functionality actually offered. Mandatory local law prevails where it cannot lawfully be excluded or varied by contract.

Botswana

Companies Act (Cap. 42:01), where relevant to Leasy Link's corporate status and authority; Data Protection Act, 2024; applicable electronic-transactions and consumer-protection requirements; Copyright and Neighbouring Rights legislation; Industrial Property Act, 2010 and Industrial Property Regulations, 2012.

South Africa

Consumer Protection Act, 2008; Electronic Communications and Transactions Act, 2002; Protection of Personal Information Act, 2013 (POPIA); applicable intellectual-property legislation.

Zambia

Data Protection Act, 2021 and applicable consumer, electronic-transactions, cybersecurity, contract and intellectual-property legislation.

Zimbabwe

Cyber and Data Protection Act and applicable consumer, contract, electronic-transactions and intellectual-property legislation.

Namibia

Applicable contract, consumer, electronic-commerce, privacy/data-protection and intellectual-property legislation in force from time to time.

Eswatini

Applicable contract, consumer, electronic-transactions, privacy/data-protection, cybersecurity and intellectual-property legislation in force from time to time.

Lesotho

Applicable contract, consumer, electronic-transactions, privacy/data-protection, cybersecurity and intellectual-property legislation in force from time to time.