



Terms of Service

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These Terms of Service ("**Terms**") govern your access to and use of the Liivra mobile application, website at liivra.com (<https://liivra.com>), and all related services (collectively, the "**Platform**") operated by Liivra (Pty) Ltd ("**Liivra**", "**we**", "**us**", or "**our**"), a company registered in the Republic of South Africa.

By creating an account or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform. These Terms constitute a valid and binding electronic agreement in terms of the Electronic Communications and Transactions Act 25 of 2002 ("**ECT Act**") section 11.

1. Definitions

In these Terms, the following words have the meanings set out below:

- "**Agent**" — A registered estate agent who holds a valid Fidelity Fund Certificate issued by the Estate Agency Affairs Board ("**EAAB**") under the Estate Agency Affairs Act 112 of 1976.
- "**AI Estimate**" — A computer-generated estimated market value for a property produced by Liivra's machine-learning models.
- "**Buyer**" — A User who uses the Platform to search for and purchase residential or commercial property.
- "**Landlord**" — A User who lists property for rental on the Platform, whether as owner or authorised representative.
- "**Liivra Pay**" — The escrow and trust account service operated through the Platform for holding deposits, rental payments, and purchase funds.
- "**Listing**" — A property advertisement published on the Platform, including all associated text, images, virtual tours, 3D models, and floor plans.
- "**Seller**" — A User who lists property for sale on the Platform.
- "**Tenant**" — A User who uses the Platform to search for and rent residential or commercial property.
- "**User**" or "**you**" — Any individual or legal entity that accesses or uses the Platform.
- "**Virtual Tour**" — A 360-degree interactive visual representation of a property, including 3D dollhouse models where available.

2. Eligibility and Account Registration

2.1 Eligibility

To use the Platform, you must:

- Be at least 18 years of age, or use the Platform with the consent and supervision of a parent or legal guardian.

- Be a resident of South Africa, or a legal entity registered in South Africa, or an international user accessing listings for investment purposes.
- Have the legal capacity to enter into binding agreements.

2.2 Account creation

You must register an account to access most Platform features. When registering, you agree to:

- Provide accurate, current, and complete information.
- Keep your login credentials confidential and not share them with any third party.
- Notify us immediately at support@liivra.com if you suspect unauthorised access to your account.
- Maintain only one account per person or entity (unless operating in multiple roles, e.g., both Landlord and Buyer, under the same account).

You are responsible for all activity under your account. Liivra is not liable for any loss arising from unauthorised use of your account where you have failed to safeguard your credentials.

2.3 Identity verification

Certain features (publishing Listings, using Liivra Pay, submitting applications) may require identity verification through our KYC partner, Smile Identity. By initiating verification, you consent to:

- The capture and processing of your South African ID document and selfie photograph for liveness detection.
- The transmission of this data to Smile Identity for verification purposes.
- Liivra storing the verification outcome (pass/fail and confidence score) for the period required by the FIC Act.

If verification fails, you may retry or contact support@liivra.com for assistance. Failure to complete verification will limit your access to features that require it.

3. Use of the Platform

3.1 Permitted use

The Platform is a marketplace for connecting Tenants, Buyers, Landlords, Sellers, and Agents. You may use it only for its intended purpose — searching for, listing, renting, buying, or selling property in South Africa, and related activities.

3.2 Prohibited conduct

You agree not to:

1. Publish false, misleading, or fraudulent Listings.
2. Misrepresent your identity, qualifications, or authority to act on behalf of a property owner.
3. Use the Platform for any purpose that violates South African law, including the Prevention and Combating of Corrupt Activities Act, the Housing Act, or the Rental Housing Act.
4. Engage in discriminatory practices in Listings or tenant selection, contrary to the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000 ("**PEPUDA**") and the Rental Housing Act 50 of 1999.
5. Scrape, crawl, or extract data from the Platform using automated means without our prior written consent.
6. Interfere with or disrupt the Platform's infrastructure, security, or other users' access.
7. Use the Platform to send unsolicited commercial communications (spam).

8. Attempt to circumvent fees, manipulate search rankings, or abuse referral or promotional programmes.
9. Upload malicious software, viruses, or harmful code.

We reserve the right to suspend or terminate accounts that engage in prohibited conduct, without prior notice where the violation is severe.

4. Listings

4.1 Listing standards

All Listings must:

- Accurately describe the property, including its condition, size, location, and available amenities.
- Use real, unaltered photographs of the actual property (stock images are not permitted as primary listing photos).
- Comply with the Rental Housing Act 50 of 1999 and the Consumer Protection Act 68 of 2008 ("**CPA**") regarding fair and honest marketing.
- Not contain discriminatory language or indicate preferences based on race, gender, religion, sexual orientation, disability, or any other ground protected by PEPUDA.
- Disclose material defects known to the Landlord or Seller, as required by common law and the CPA.

4.2 Listing accuracy

Liivra does not independently verify the accuracy of Listings. The Landlord, Seller, or Agent who publishes a Listing is solely responsible for its accuracy and completeness. Liivra acts as an intermediary platform and is not a party to any rental agreement or sale transaction.

4.3 Listing removal

We may remove or suspend Listings that violate these Terms, applicable law, or our community guidelines. We may also remove Listings reported by other users as fraudulent or misleading, following investigation.

5. AI Features — Important Disclaimers

5.1 AI price estimates

Liivra provides AI-generated estimated market values for properties. These estimates are produced by machine-learning models trained on available market data and are provided for **informational purposes only**.

AI Estimates are not:

- Professional property appraisals or sworn valuations.
- Substitutes for an independent valuation by a qualified property valuer.
- Financial, investment, tax, or legal advice.
- Guarantees of actual sale or rental prices achievable in the market.

AI Estimates may be inaccurate due to limitations in available data, rapid market changes, unique property characteristics, or model limitations. Liivra expressly disclaims all liability for decisions made in reliance on AI Estimates. You are strongly advised to obtain an independent professional valuation before making any property purchase, sale, or investment decision.

5.2 AI matching and recommendations

Our AI-powered property matching and recommendation features are designed to help you discover relevant properties. The algorithm considers your search behaviour, stated preferences, and listing attributes. Recommendations do not constitute endorsements of any particular property or listing party. The appearance or ranking of a Listing in search results or recommendations does not imply verification of the Listing's accuracy.

5.3 AI content moderation

Automated systems may flag or filter content that appears to violate our policies. These systems may produce false positives or false negatives. If you believe your content has been incorrectly flagged, you may appeal by contacting support@liivra.com.

6. Virtual Tours and 3D Models

360-degree virtual tours and 3D dollhouse models are provided as visual aids to help you preview properties remotely. They are **not** substitutes for an in-person inspection.

- Dimensions shown in 3D models are approximate and may not reflect actual measurements.
- Lighting, colours, and spatial proportions may differ from the physical property.
- Virtual tours reflect the property's condition at the time of capture and may not reflect subsequent changes.
- Liivra does not guarantee the accuracy of virtual tour content. The Landlord, Seller, or Agent is responsible for ensuring tours represent the property fairly.

You should always verify the property's condition in person or through a qualified inspector before entering into any rental agreement or sale contract.

7. Liivra Pay — Escrow and Trust Account Terms

7.1 Overview

Liivra Pay is an escrow service that holds funds in a trust account on behalf of transacting parties. It is designed to protect both parties by ensuring that funds are only released when specified conditions are met.

7.2 How Liivra Pay works

1. **Deposit initiation:** The Buyer or Tenant initiates a payment (deposit, rental payment, or purchase instalment) through the Platform using a supported payment method (Paystack, Ozow, Stitch Pay, EFT, or NOWPayments where available).
2. **Funds held in trust:** Funds are held in a ring-fenced trust account administered by Liivra. Funds are not commingled with Liivra's operating funds.
3. **Release conditions:** Funds are released to the Landlord, Seller, or Agent only when the agreed release conditions are met (e.g., key handover, lease signing, transfer registration).
4. **Dispute hold:** If either party raises a dispute before release, funds remain in trust until the dispute is resolved.

7.3 Cooling-off period

In accordance with the Consumer Protection Act section 16, where a transaction qualifies as a direct marketing transaction, the Buyer or Tenant has a 5 (five) business day cooling-off period from the date the agreement is

concluded, during which they may cancel without penalty. If cancellation occurs within the cooling-off period, funds held in Liivra Pay will be returned in full, less any transaction processing fees charged by the payment provider that are non-recoverable.

7.4 Dispute resolution for Liivra Pay transactions

If a dispute arises regarding funds held in Liivra Pay:

1. Either party may initiate a dispute through the Platform by providing a written description of the issue and supporting documentation.
2. Liivra will notify the other party and allow 7 (seven) business days for a response.
3. Liivra will attempt to mediate the dispute impartially within 14 (fourteen) business days.
4. If mediation fails, the dispute will be referred to arbitration in accordance with Section 14 of these Terms.
5. Funds remain in the trust account until the dispute is resolved, unless both parties agree otherwise.

7.5 Interest

Any interest earned on funds held in the Liivra Pay trust account will be allocated in accordance with applicable South African law and disclosed to the parties.

7.6 Fees

Liivra may charge a service fee for Liivra Pay transactions. All fees are disclosed before you confirm a transaction and are inclusive of VAT at the prevailing rate (currently 15%).

8. Payment Terms

8.1 Platform fees

Liivra may charge fees for certain services, including Listing placement, premium visibility, Liivra Pay transactions, and subscription plans. All fees are:

- Quoted in South African Rand (ZAR).
- Inclusive of Value-Added Tax (VAT) at 15%, unless otherwise stated.
- Disclosed to you before you commit to a transaction.

8.2 Payment methods

Payments are processed by licensed third-party payment service providers (Paystack, Ozow, Stitch Pay, NOW-Payments). Liivra never receives, stores, or processes raw card numbers (PAN). You are subject to the terms and conditions of the relevant payment provider.

8.3 Refunds

Refund eligibility depends on the type of transaction:

- **Liivra Pay deposits:** Governed by Section 7.3 (cooling-off) and 7.4 (disputes).
- **Subscription fees:** Refundable on a pro-rata basis if cancelled within 14 days of renewal.
- **Listing fees:** Non-refundable once a Listing has been published and activated.

Refunds are processed via the original payment method and may take 5 to 10 business days to reflect.

9. Agent EAAB Compliance

9.1 Requirements

If you register as an Agent on the Platform, you represent and warrant that:

- You hold a valid Fidelity Fund Certificate issued by the Estate Agency Affairs Board under the Estate Agency Affairs Act 112 of 1976.
- Your registration with the EAAB is current and in good standing.
- You will comply with the EAAB Code of Conduct and all applicable regulations.

9.2 Verification

Liivra may request proof of your EAAB registration and Fidelity Fund Certificate at any time. Failure to provide valid documentation within 7 (seven) days of request will result in suspension of your Agent account and removal of all associated Listings.

9.3 Disclaimer

Liivra does not employ Agents. Agents on the Platform are independent professionals. Liivra is not responsible for the conduct, advice, or services provided by any Agent.

10. Intellectual Property

10.1 Liivra's intellectual property

The Platform, including its design, source code, algorithms, AI models, branding, logos, and documentation, is owned by Liivra (Pty) Ltd and is protected by South African and international intellectual property laws. You may not copy, modify, distribute, or reverse-engineer any part of the Platform without our prior written consent.

10.2 Your content

You retain ownership of content you upload to the Platform (photographs, descriptions, virtual tour media, documents). By uploading content, you grant Liivra a non-exclusive, worldwide, royalty-free, sublicensable licence to use, display, reproduce, and distribute that content for the purpose of operating and promoting the Platform. This licence survives for as long as the content remains on the Platform and for a reasonable period thereafter for archival and caching purposes.

You represent that you have the right to upload all content you submit and that it does not infringe any third party's intellectual property or other rights.

10.3 DMCA / takedown requests

If you believe content on the Platform infringes your intellectual property rights, please contact legal@liivra.com with a description of the infringement. We will investigate and remove infringing content in accordance with the ECT Act s77.

11. Limitation of Liability

11.1 Platform provided "as is"

The Platform is provided on an "as is" and "as available" basis. To the maximum extent permitted by South African law, Liivra makes no warranties, express or implied, regarding the Platform's availability, accuracy, reliability, suitability, or fitness for a particular purpose.

11.2 No liability for third-party content

Liivra is an intermediary platform as contemplated by the ECT Act. We do not control and are not liable for:

- The accuracy, completeness, or legality of Listings or other user-generated content.
- The conduct of any User, including Landlords, Sellers, Agents, Tenants, or Buyers.
- The outcome of any transaction, rental agreement, or property purchase facilitated through the Platform.
- Services provided by third-party payment processors, KYC providers, or other integrated services.

11.3 Limitation

To the maximum extent permitted by law (and subject to the CPA where applicable), Liivra's total aggregate liability to you for any claims arising from or related to your use of the Platform shall not exceed the total fees you have paid to Liivra in the 12 months preceding the claim, or R5,000 (five thousand Rand), whichever is greater.

11.4 Exclusions

Nothing in these Terms excludes or limits liability for:

- Death or personal injury caused by negligence.
 - Fraud or fraudulent misrepresentation.
 - Any liability that cannot be excluded by South African law.
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12. Indemnification

You agree to indemnify, defend, and hold harmless Liivra, its directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from:

- Your use of the Platform or violation of these Terms.
 - Content you upload or publish on the Platform.
 - Your violation of any applicable law or third-party rights.
 - Any dispute between you and another User.
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13. Termination

13.1 By you

You may deactivate your account at any time by navigating to Profile ' Settings ' Deactivate Account, or by emailing support@liivra.com. Upon deactivation:

- Your Listings will be unpublished.

- Your profile will be hidden from other Users.
- Personal data will be handled in accordance with our Privacy Policy and applicable retention periods.

13.2 By Liivra

We may suspend or terminate your account, with or without notice, if:

- You breach these Terms.
- Your identity verification fails or is found to be fraudulent.
- We are required to do so by law or regulation.
- Your account has been inactive for more than 24 months.

13.3 Effect of termination

Upon termination, your right to use the Platform ceases immediately. Sections that by their nature should survive termination will survive, including Sections 10 (Intellectual Property), 11 (Limitation of Liability), 12 (Indemnification), and 14 (Dispute Resolution).

Any funds held in Liivra Pay at the time of termination will be handled in accordance with Section 7 and applicable law.

14. Dispute Resolution

14.1 Informal resolution

We encourage you to contact us at support@liivra.com to resolve any dispute informally before initiating formal proceedings. We will endeavour to resolve complaints within 14 business days.

14.2 Mediation

If informal resolution fails, either party may refer the dispute to mediation administered by the Arbitration Foundation of Southern Africa ("**AFSA**") or a mutually agreed mediator.

14.3 Arbitration

If mediation fails or is not agreed to, the dispute shall be finally resolved by arbitration in accordance with the Arbitration Act 42 of 1965, administered by AFSA, with the seat of arbitration in Johannesburg, Gauteng. The arbitration shall be conducted in English before a single arbitrator. The arbitrator's decision shall be final and binding.

14.4 Exceptions

Nothing in this section prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

15. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. Subject to the arbitration clause in Section 14, the courts of the Republic of South Africa shall have exclusive jurisdiction over any disputes arising from these Terms.

16. Force Majeure

Liivra shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to natural disasters, epidemics, war, terrorism, riots, government actions, power failures, internet or telecommunications failures, or cyberattacks. We will notify you promptly of any such event and take reasonable steps to mitigate its impact.

17. General Provisions

17.1 Entire agreement

These Terms, together with our Privacy Policy, POPIA Compliance Statement, and Cookie Policy, constitute the entire agreement between you and Liivra regarding your use of the Platform.

17.2 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

17.4 Assignment

You may not assign or transfer your rights under these Terms without our prior written consent. Liivra may assign its rights and obligations to an affiliate or successor entity.

17.5 Notices

Notices to you will be sent to the email address associated with your account or through in-app notifications. Notices to Liivra should be sent to legal@liivra.com.

18. Changes to These Terms

We may update these Terms from time to time. When we make material changes:

- We will update the version number and "Last updated" date at the top of this document.
 - We will notify you via email and in-app notification at least 14 days before the changes take effect.
 - Your continued use of the Platform after the effective date constitutes acceptance of the updated Terms. If you do not agree to the changes, you must discontinue use and deactivate your account.
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19. Contact Us

If you have questions about these Terms:

- **Email:** legal@liivra.com

- **Support:** support@livra.com
- **Postal:** [Registered office address — to be confirmed]