

DATE MODIFIED: 1 NOVEMBER 2021

1. INTRODUCTION

Thank you for using Inhouselawyer!

- 1.1 www.inhouselawyer.co.za is a *Website* operated by Inhouselawyer (Pty) Ltd t/a Inhouselawyer with registration no: 2016/114396/07 ("Inhouselawyer/IHL", "we" or "us") at the following address: The District, 8 Kikuyu Rd, Sunninghill, Sandton Gauteng, 2191. Inhouselawyer provides information, documents, *Products* and software for sale only. Inhouselawyer does not provide legal advice or participate in any legal representation. Inhouselawyer is not a law firm or a substitute for an attorney or law firm.
- 1.2 These general Terms and Conditions ("Terms") are an agreement ("Agreement") between you and Inhouselawyer and cover your use of the information, documents, software, *Products* and *Services* made available through www.inhouselawyer.co.za (the "*Website*"). By using the *Website*, you agree to be bound by these Terms, as well as our Privacy Policy. This Agreement governs any use of the *Website* as a guest, fee paying member or otherwise.
- 1.3 **These Terms contain provisions that are printed in a similar format in bold to this paragraph and which provisions may have the effect that it purports to 1) limit in any way the risk or liability of the supplier or any other person; and/or 2) constitutes an assumption of risk or liability by the customer; and/or 3) impose an obligation on the customer to indemnify the supplier or any other person for any cause and/or 4) be an acknowledgment of any fact by the customer. Please read such provisions carefully as they are important.**
- 1.4 You are responsible for making all arrangements necessary for you to have access to the *Website* and for ensuring any contact details you provide us with are correct and up to date. You are also responsible for ensuring that all persons who access the *Website* through your internet connection are aware of these Terms and that they comply with them.
- 1.5 The *Website* is offered to you conditional upon your acceptance of these Terms and any notices contained in these Terms and the *Website* itself. Please read these Terms carefully before you start using the *Website*. By using the *Website*, you agree to these Terms.
- 1.6 You must be the legal age of majority in your country of residence in order to use the *Website*. In no event is use of the *Website* permitted by those under the age of 18.
- 1.7 By using the *Services* or *Website*, you agree that you may receive communications from the us, such as newsletters, special offers, and account reminders and updates. You also understand that you can remove yourself from these communications by clicking the "Unsubscribe" link in the footer of the

actual email.

2. LEGAL ADVICE DISCLAIMER

- 2.1 Inhouselawyer provides information, documents *Services*, *Products* and software only. The information provided by the Inhouselawyer along with the *Services* is provided for your private use and does not constitute legal advice. We do not review any information you provide us for legal accuracy or sufficiency, completeness, draw legal conclusions, provide opinions about your selection in forms or *Products*, or apply the law to the facts of your situation. The accuracy, completeness, adequacy or currency of the *Services* are not warranted or guaranteed.
- 2.2 Certain users of our information and documents may be subject to provisions contained in the Consumer Protection Act, National Credit Act, Companies Act, Employment legislation, in addition to other Acts and Regulations. It is therefore strongly recommended that you take steps to ensure all your legal requirements are suitably addressed and your interests are protected before signing any document or agreement.
- 2.3 Specialist advice should be sought in each instance to determine the extent of any impact and whether the procured *Product* is suitable for your intended use. Any changes periodically made by our drafters to the *Products* on this site are made following a good faith interpretation of the law as it then stands. This interpretation is however subject to contradiction by the courts and other authorities, legal challenge by other parties, and changes in the law.
- 2.4 If you need legal advice for a specific problem, you should consult with an attorney. Neither the Inhouselawyer nor any Legal Information provided by the Inhouselawyer is a substitute for legal advice from a qualified attorney. As Inhouselawyer is not a law firm, please note that communications between you and the Inhouselawyer may not be protected as privileged communications under the attorney-client privilege or work *Product* doctrine.
- 2.5 Your use of the *Services* or purchase of *Products* does not create an attorney-client relationship between you and the Inhouselawyer, or between you and any Inhouselawyer employee, representative or associate. Unless you are otherwise represented by an attorney, you represent yourself in any legal matter you undertake through our *Services*.
- 2.6 **The Inhouselawyer and its members, staff, legal advisers, partners and consultants, agents and any person associated therewith cannot be held liable for any loss or damage that is incurred or may be incurred by any person as a direct or indirect result of the use of this *Website* or any document or**

information contained on or obtained from this *Website*, nor as a result of anything that is contained in or left out of any document. Any claim for damages that Inhouselawyer may be liable for will be limited to the amount paid for the relevant document. You agree that that Inhouselawyer and its members will not, under any circumstances, be liable for any consequential loss, indirect damages, special damages, or loss of revenue or profit.

3. EMAIL DISCLAIMER

- 3.1 These terms and conditions apply to the e-mail communication, attachments and all subsequent communications and attachments Inhouselawyer and its subsidiaries (hereinafter "IHL") may send you.
- 3.2 The IHL expressly contracts out of section 22 to 26 of the Electronic Communications and Transactions Act 25 of 2002. No electronic communication including any data messages such as an email or SMS, sent or received will give rise to a binding legal transaction. All legal transactions which are to be entered into with the IHL must be concluded in accordance with the IHL's standard contract policy and signed by an authorised IHL representative set out under the IHL's signing powers conditions. No warranties are created or implied that an employee of IHL and/or a contractor, sister or associated company of IHL is authorized to create and send this e-mail.
- 3.3 This email message (including attachments) contains information which may be confidential and/or legally privileged. Unless you are the intended recipient, you may not use, copy or disclose to anyone the message or any information contained in the message or from any attachments that were sent with this email, and If you have received this email message in error, please advise the sender by email, and delete the message. Unauthorised disclosure and/or use of information contained in this email may result in civil and criminal liability. Everything in this e-mail and attachments relating to the official business of IHL and its sister and associated companies, is proprietary to the IHL. The e-mail address of the sender may not be used, copied, sold, disclosed or incorporated into any database or mailing list for spamming and/or other marketing purposes without the prior consent of IHL.
- 3.4 Caution should be observed in placing any reliance upon any information contained in this e-mail, which is not intended to be a representation or inducement to make any decision in relation to IHL. Any decision taken based on the information provided in this e-mail, should only be made after consultation with appropriate legal, regulatory, tax, technical, business, investment, financial, and accounting advisors.
- 3.5 Neither the sender of the e-mail, nor IHL shall be liable to any party for any direct, indirect or consequential damages, including, without limitation, loss of profit, interruption of business or loss of information, data or software or otherwise. IHL are not liable for any harm or loss resulting from

malicious software code or viruses in this e-mail or its attachments, including data corruption resulting there from.

- 3.6 E-mails sent to IHL will only be regarded as having been received by us once we expressly acknowledged receipt thereof. We will be deemed to have sent an e-mail once reflected as sent on our e-mail server.
- 3.7 If this communication contains offensive, derogatory or defamatory statements or materials, it means the message has been sent outside the sender's scope of employment with IHL and only the sender can be held liable in his/her personal capacity.
- 3.8 In the event that the recipient responds to this email communication by sending a replying email which contains information or attachments, IHL respects that this replying email will contain personal information, which belongs to you and others in your company and the IHL agrees to adhere to the provisions of the Protection of Personal Information Act 4 of 2003 (hereinafter "POPI") in relation to this information. By sending this email, you expressly give IHL consent to process the personal information, which will be done in accordance with POPI.

4. DEFINITIONS AND INTERPRETATION

- 4.1 In the table below, whenever used in this *Agreement*, the words and phrases in the left column have the meanings given in the right column. The defined terms are in *Italic* and Capitalized throughout the *Agreement* making it easier to read. There are guidelines to interpreting the *Agreement* at the end of these terms and *Conditions*.

<i>"Client Portal"</i>	Means electronic gateway to a collection of digital files, <i>Client Portal Services</i> , and information, accessible over the Internet through our <i>Website</i> .
<i>"Client Portal Services"</i>	Means the <i>Services</i> and information offered by us through our <i>Website</i> .
<i>"Content"</i>	Means information and/or data in any form published on Our <i>Website</i> by us or any third party with our consent.
<i>"Product/s"</i>	Means anything we offer for sale on Our <i>Website</i> and means any <i>Product</i> , material or thing offered for licence by us on Our <i>Website</i> , whether or not bought by you. A reference to

	<i>"Product"</i> shall be a reference to all or part of a <i>Product</i> or to a <i>Product</i> changed by you in any way.
<i>"Licence"</i>	means a licence granted by us to you in the terms of this agreement for use of a <i>Product</i> .
<i>"Website/s"</i>	means all of the hardware and software installation that enables our <i>Website</i> to function.
<i>"Service/s"</i>	means all the <i>Services</i> we provide, whether or not from Our <i>Website</i> . It includes <i>Products</i> , documents and letters for which you buy a licence to use, documents we prepare for you, all advice we give, information we provide and all other actions we take for you.

4.2 This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

- 4.2.1 Clause headings are for convenience and are not to be used in its interpretation.
- 4.2.2 Any reference to one gender shall include the other gender. Words in the singular number shall include the plural and vice versa.
- 4.2.3 Any references to "Parties" shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees.
- 4.2.4 Any References to a "person" shall include an individual, firm, Company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 4.2.5 Where any number of Days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business day, the last day shall be deemed to be the next succeeding day which is a Business day.
- 4.2.6 Any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision of the body of the Agreement.
- 4.2.7 Where any term is defined within a particular clause other than this clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.

- 4.2.8 The words "shall", "must" and "will" in this Agreement are all indicative of peremptory obligations.
- 4.2.9 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 4.2.10 The cancellation or termination of this Agreement shall not affect such of the provisions of this Agreement which expressly provide that they will operate after any such cancellation or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

5. CONTRACT OF PURCHASE ON OUR *WEBSITE*.

- 5.1 If you use our *Website* in any way on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 5.2 You acknowledge that you are satisfied that the *Product* or *Service* you have selected is suitable and satisfactory for your requirements.
- 5.3 When you click to buy a *Product* or *Service* from us, in law you are offering to buy. Your contract with us is made only on you have sent a completed instruction to us and paid for the *Service* or *Product* you have ordered, and we have started work for you which constitutes a transaction in terms of the Electronic Communications and Transactions Act 25 of 2002.
- 5.4 Every *Product* or *Service* you buy which is separately identifiable is the subject of a separate contract. Accordingly, performance or breach of one contract does not affect any other.
- 5.5 Our contract with you is concluded on the first to happen of:
- 5.5.1 your receipt of a document or *Product* you have bought, by any means,;
 - 5.5.2 our sending of a document or *Product* by e-mail to you.
 - 5.5.3 our completion of any other task or *Service* for which you have paid us.
- 5.6 Each *Product* or *Service* purchase is a new contract which terminates when that work is done.
- 5.7 There is no contract between us for any free *Service*, so you do not become a client by using any free *Service* and we are not liable to you in any way resulting from your use of any free *Service*.

6. PRICES AND PAYMENT

- 6.1 The price of each of the *Products* and *Services* individually together with the price of the various packages comprising combination of certain *Products* or *Services* shall be as reflected on the *Website*, in South African Rands.
- 6.2 We take care to make Our *Website* is safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.3 Payment may be made be either debit or credit card. When making payment, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold release of the *Products* or *Service* until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the *Products* will be cancelled. You warrant that you are fully authorised to use the credit or debit card supplied for purposes of paying for the *Products*. You further warrant that your credit or debit card has sufficient available funds to cover all the costs incurred as a result of purchasing the *Products*.
- 6.4 When making payment, you will be directed to a link to a secure site for payment of the purchase price in respect of the *Products*.
- 6.5 *Products* will only be transmitted to the you once payment has been effected and payment is reflected in our banking account.
- 6.6 If you have asked to remember your credit card details in readiness for your next purchase or subscription, please say no in order to protect your details.
- 6.7 We do not conduct money transactions nor make payments on behalf of clients. We cannot therefore accept or hold money on your behalf, beyond money paid for our immediate *Services*.

7. DISCOUNT COUPONS

- 7.1 We may, at our own discretion, and from time to time, offer discount coupons in respect of certain of the *Products* or *Services*.
- 7.2 In order for a coupon code to be honoured, the discount as associated with the coupon code:
- 7.2.1 shall not be redeemed against any Item except that for which the discount coupon is offered.
 - 7.2.2 cannot be replaced if expired.
 - 7.2.3 may not be used as a credit claim against cash that has already been dispensed in respect of payment for the same Item.

7.2.4 is non-transferrable and may not be exchanged for cash.

8. DELIVERY OF THE *PRODUCTS* AND *SERVICES*

- 8.1 *Products shall be* supplied instantaneously or within a reasonable time, will be delivered by e-mail or by your own down-load from our *Website* upon payment being reflected in our banking account. Most *Products* are supplied automatically after you have made payment.
- 8.2 Advice and document drafting, and any other *Services* supplied personally will be delivered within an reasonable time frame.
- 8.3 We accept no responsibility for problems you may have in making payment through a web page belonging to our payment service provider or in downloading any document or other *Service*.
- 8.4 The email address to which the *Products* are released shall be the same email address as provided by you when registering for on the *Website*.
- 8.5 Our *Products* or documents are provided in Word format unless we indicate otherwise. This allows you to change the document according to your requirements. We strongly recommend that you obtain independent legal advice before changing, using or signing any document, to ensure that any legal obligations or requirements that affect you have been catered for.

9. REFUND

- 9.1 We take pride in our *Products* and endeavor to provide template legal agreements and contracts, and other business forms and documents, that are flexible and cater for a broad spectrum of scenarios. However, if you are in any way dissatisfied with our *Product* or *Service*, please notify us within 5 days of purchase together with the reasons for your dissatisfaction, and we will refund you the amount that you paid for it. All refunds will be made in the same manner as the original payment method.
- 9.2 Please check the *Product* received from us immediately you download it.
- 9.3 If you find an error or fault in the *Product*, you must tell us by email message to support@inhouselawyer.co.za
- 9.4 The procedure to report an error is as follows:
- 9.4.1 You must report to us as soon as any error is discovered but not later than one month from receipt by you.
- 9.4.2 Please tell us clearly what the error is you complain of and other information to enable us

to identify it.

9.5 If we agree that the *Product* is faulty, then we shall:

9.5.1 correct the error and come back to you within 3 days, or

9.5.2 immediately send a new copy to you, or

9.5.3 refund the full cost you have paid.

10. USER REGISTRAION AND CLIENT PORTAL

10.1 When purchasing a *Product* or using *Service* on the *Website* it will request you to register an account by providing your information such as your name, contact details and request you to create a unique username and password. You must ensure that all the details provided for registration are true and correct at all times as Inhouelawyer shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. These requirements may change from time to time, and it is the responsibility of you to regularly update your own customer information.

10.2 You are responsible for securing your customer login and password and such login and password must not be disclosed to unauthorised persons, as such you will be held responsible for all transactions performed with your login and password.

10.3 You must immediately notify Inhouelawyer in writing of any unauthorised use of his/her password or of any other breach of security.

10.4 When you register as a customer, you hereby consent to receiving communications from Inhouelawyer electronically.

10.5 Once you have registered as User on the *Website*, you will be able to login into a *Client Portal* and use the *Client Portal Services*.

10.6 We are not obliged to keep copies of communications between us, nor documents you send to us in any connection. You should therefore never send original document to us. You are strongly advised to print and retain a copy of all communications and documents.

10.7 Inhouelawyer reserves the right to suspend any account if it suspects any corrupt, illegal or fraudulent activity is linked to that account.

10.8 Inhouelawyer reserves the right to investigate any suspected corrupt, illegal or fraudulent activity in relation to a customer account, without prior notice and keep such customer account suspended until the investigation is finalised.

- 10.9 A customer whose account has been suspended has the right to make representations to Inhouselawyer, requesting reasons for such suspension of the account and to also provide proof and or reasons for the legitimacy of any suspected illegal, corrupt or fraudulent activity.
- 10.10 Inhouselawyer will reactivate a suspended a customer account only once it has been satisfied that no corrupt, illegal or fraudulent activity is linked to that customer account.
- 10.11 Inhouselawyer reserves the right to verify any customer account before reactivating such account

11. DISCLAIMERS AND LIMITATION OF LIABILITY

- 11.1 All implied conditions, warranties and terms are excluded from this agreement.
- 11.2 We make no representation or warranty that any *Service* or *Product* will be:
- 11.2.1 useful to you.
 - 11.2.2 of satisfactory quality.
 - 11.2.3 fit for a particular purpose.
 - 11.2.4 available or accessible, without interruption, or without error.
- 11.3 **You agree our total liability under this agreement, however it arises, shall not exceed the sum of R5,000. This applies whether your case is based on contract, tort or any other basis in law.**
- 11.4 **We shall not be liable to you for any loss or expense which is:**
- 11.4.1 indirect or consequential loss; or**
 - 11.4.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.**
- 11.5 From time to time, we make arrangements for Inhouselawyer documents and/or *Services* to be available through co-operation with a third party. You may therefore find that you are transferred to Our *Website* in order to obtain fulfilment of the obligations of that third party. That introduction does not affect your obligations or ours in connection with the provision of a *Service* by us.
- 11.6 Documents are provided as template versions for you to edit and change to suit your circumstances. Documents may include technical inaccuracies or typographical errors.
- 11.7 Advice given and documents drawn specially for you are appropriate only to the facts and circumstances you have told us about. If you do not give us full instructions, it is possible that our advice may also be incomplete.
- 11.8 We are not responsible for any action you decide to take as a result of using a *Service* or buying a

Product.

11.9 Our *Service* does not extend to our handling of your “case”, nor will we generally contact any third party on your behalf without a special arrangement. Accordingly, we are under no obligation to undertake any work for you beyond what has been specifically agreed.

11.10 Our *Website* may contain links to other Internet web sites. We have neither power nor control over any such web site. **You acknowledge and agree that we shall not be liable in any way for the *Content* of any such linked web site, nor for any loss or damage arising from your use of any such web site.** Advice given and documents produced by Inhouselawyer are valid only within the jurisdiction of South Africa.

12. YOUR LICENCE TO USE A PRODUCT

12.1 When you buy a Inhouselawyer Product or document, what you do in fact buy is a licence to use our Product for the purposes of your own business or in a single company.

12.2 You may use it as often as you like subject to the other terms of this agreement in your own business or in a single company.

12.3 All ownership rights and intellectual property rights in the *Content, Product, Service*, or software whether provided by us or by any other *Content* provider shall remain the sole property of us and / or the other *Content* provider.

12.4 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the *Content* or software, in whole or in part, except as is expressly permitted in this agreement.

12.5 It is a condition of your *Licence* to use any *Product* or document that you preserve our copyright notices as far as reasonably possible and at least once on every document.

12.6 No express or implied licence of the *Product* or any other material is granted to you other than the express Licence granted in this agreement.

12.7 You must not copy or publish a *Product* or document except as specifically allowed in this agreement.

12.8 You may not allow any other person to use a *Product* or document except in the situation or context for which you have bought it.

12.9 You may not represent or give the impression that you are the owner or originator of any *Product* or of the Software.

12.10 You may not remove any identification or reference number or other information which may be embedded in any file of a *Product*.

13. Copyright and other Intellectual property

13.1 You agree that at all times you will:

13.1.1 not to cause or permit anything which may damage or endanger our title to any *Product* or software or other intellectual property or the title of any Third Party Owner whose work has been made available to us.

13.1.2 notify us of any suspected infringement of the intellectual property.

13.2 If you use a *Product* in a way not allowed by this agreement, we may take legal action against you. If there is any loss to us or any other person results from your wrongful action, you will be liable to pay.

13.3 If we terminate your account as result of your breach, you agree that you will:

13.3.1 immediately stop using the *Website, Service, software and any Product*.

13.3.2 destroy all copies of the document and *Product* in your possession or control.

13.3.3 destroy any work of yours derived from a *Product*.

13.4 To give assurance both to you and to us that you are using the *Product* in accordance with the terms of the Licence, you agree that you will give us copies of your works and materials containing or using our *Product*. We will give you 14 (fourteen) days' notice of this requirement. You agree also to provide access to relevant pages which have restricted access or are fire-walled. If we reasonably believe that you are using a *Product* outside the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.

14. CONTENT YOU POST TO OUR WEBSITES

14.1 You agree that you will not use or allow anyone else to use Our *Websites* to post *Content* which is or may:

14.1.1 be information which could promote or assist any unlawful purpose.

14.1.2 be malicious or defamatory.

14.1.3 consist in commercial audio, video or music files.

14.1.4 be illegal, obscene, offensive, threatening or violent.

14.1.5 promote discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age.

14.1.6 be likely to harass, intimidate, bully, or alarm any other person.

- 14.1.7 solicit passwords or personal information from anyone.
- 14.1.8 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person.
- 14.1.9 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business.
- 14.1.10 link to any of the material specified in this paragraph.

15. REMOVAL OF OFFENSIVE CONTENT

- 15.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on our *Websites* for any purpose.
- 15.2 We are under no obligation to monitor or record the activity of any user or visitor to our *Website* for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 15.3 If you are offended by any *Content*, the following procedure applies:
 - 15.3.1 your claim or complaint must be submitted to us in the form available on our *Website*, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 15.3.2 we shall remove the offending *Content* as soon as we are reasonably able.
 - 15.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
 - 15.3.4 we may re-instate the *Content* about which you have complained or not.
- 15.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 15.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

16. SECURITY OF OUR WEBSITE

- 16.1 If you violate our *Website*, we shall take legal action against you.
- 16.2 You now agree that you will not, and will not allow any other person to:
 - 16.2.1 modify, copy, or cause damage or unintended effect to any portion of our *Website*, or any

software used within it.

- 16.2.2 link to our site in any way that would cause the appearance or presentation of our *Websites* to be different from what would be seen by a user who accessed our *Websites* by typing the URL into a standard browser;
- 16.2.3 download any part of our *Websites*, without our express written consent.
- 16.2.4 collect or use any *Product* listings, descriptions, or prices.
- 16.2.5 collect or use any information obtained from or about our *Websites* or the *Content* except as intended by this agreement.
- 16.2.6 aggregate, copy or duplicate in any manner any of the *Content* or information available from our *Websites*, other than as permitted by this agreement or as is reasonably necessary for your use of the *Services*;
- 16.2.7 for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other *Website*.
- 16.2.8 upload or republish any part of our *Content* on any Internet, intranet or extranet site.
- 16.2.9 share with a third party any login credentials to our *Website*.
- 16.2.10 use on our *Websites* software which assists in: data mining, extraction or collection and performing any automated operation.

17. INDEMNITY

- 17.1 **You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of our *Website*, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.**

18. PRIVACY

- 18.1 While We take reasonable precautions to prevent unauthorised access to or use of personal information and confidential information, the use of electronic communications and electronic data storage systems means that there remains a possibility that such information may be accessed by unauthorised persons. To read our Privacy Policy Statement, please view it on our *Website*.
- 18.2 For the purposes of the Protection of Personal Information Act 4 of 2013 (as amended) and any comparable law of any other country having jurisdiction and relating to the location of data

processing, you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party nominated by us and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data in any country.

19. GENERAL TERMS

19.1 You undertake to provide to us your current land address, e-mail address, telephone as often as they are changed together with all information that we may require to enable us to fulfill our obligations under this contract.

19.2 We may change this agreement in any way at any time. The version applicable to your contract is the version which is Posted on Our *Website* at the time you buy a *Product* or *Service*.

19.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

19.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

19.5 If you are in breach of any term of this agreement, we may:

19.5.1 publish all text and *Content* relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.

19.5.2 terminate any Licence of a *Product* or *Service*.

19.6 Any obligation in this agreement intended to continue to have effect after termination shall so continue.

19.7 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

19.8 When you visit our *Websites* or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on our *Websites*. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

- 19.9 Any communication to be served on either of the Parties by the other shall be delivered by e-mail.
- 19.9.1 It shall be deemed to have been delivered:
- 19.9.2 by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 19.10 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 19.11 This agreement does not give any right to any third party.
- 19.12 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 19.13 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 19.14 The validity, construction and performance of this agreement shall be governed by the laws of South Africa.