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## LEGALESE TERMS AND CONDITIONS OF USE AND SERVICE

Legalese strives to make every user interaction a pleasure by ensuring that we fulfil our duties and obligations to every single one of our valued users. In order to do so, we would like to take this opportunity to share with you our Terms and Conditions of Use and Service (“Terms”), where all users of Legalese can see the exact details of how we value professional transparency and devotion in all of our operations.

Please see our distinct sections on [Privacy](#), [Intellectual Property](#), and [Disclaimers & Indemnities](#).

**Please pay specific attention to the BOLD paragraphs of the Legalese Terms. These paragraphs limit the risk or liability of Legalese, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Legalese or is an**

- **Please read these terms carefully before accessing or using the Website and/or Services.**
- These Terms govern the access and/or use by you, an individual, from within South Africa of websites, content, products, and services (the “Services”) made available by Legalese (Pty) Ltd. (reg: 2014/250183/07) (“Legalese”) on [www.legalese.co.za](http://www.legalese.co.za) or its affiliated websites, blogs or websites (collectively the “Website”).
- The terms “user”, “you” and “your” are used interchangeably in these Terms and refer to all persons accessing the Services or Website for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” used refers to Legalese or its possession.
- Not all terms are necessarily defined in order.

### 1. INTRODUCTION

- 1.1. Your access and use of the Website and/or Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Legalese. If you do not agree to these Terms, you may not access or use the Website and/or Services.
- 1.2. These Terms expressly supersede prior agreements or arrangements with you. **Legalese may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time, for any reason.**
- 1.3. Legalese may amend the Terms related to the Services from time to time. Amendments will be effective upon Legalese’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.
- 1.4. Our collection and use of personal information in connection with the Services is as provided in Legalese’s Privacy Policy provisions below. Legalese may provide to an associated third party any necessary information (including your contact information) to render aspects of the Services, or if there is a complaint, dispute or conflict which requires the information.



## 2. THE SERVICES

- 2.1. The Services constitute an online information platform where further information can be garnered about Legalese and messages can be sent to the company and its staff.
- 2.2. Unless otherwise agreed by Legalese in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

## 3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1. If you make use of the Services, you do so entirely at your own risk. Please take care in understanding all applicable third party policies and terms when using their services which could be available through the Services and/or Website.
- 3.2. Subject to adherence to the Terms, Legalese grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which you are the primary user. However, nothing contained on the Website should be construed as granting any licence or right to use any intellectual property without the prior written permission of Legalese.
- 3.3. The Services may be made available or accessed in connection with third party services and content (including advertising) that Legalese does not control.
  - 3.3.1. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content.
  - 3.3.2. Legalese does not endorse such third party services and content and in no event shall Legalese be responsible or liable for any products or services of such third party providers.

## 4. USER RESPONSIBILITIES AND WARRANTIES

- 4.1. By using the Websites and/or the Services, you warrant that:
    - 4.1.1. you have read and agreed to these Terms and will use the Website in accordance with them;
    - 4.1.2. you agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to Legalese, a connected third party or any other party.
    - 4.1.3. you are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Website and any updates thereto. Legalese does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
    - 4.1.4. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Services;
    - 4.1.5. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of
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the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;

- 4.1.6. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute; and/or
- 4.1.7. facilitate or assist any third party to do any of the above.

4.2. **Legalese does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

## 5. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 5.1. Data messages, including e-mail messages, sent by you to Legalese will be considered to be received only when acknowledged or responded to.
- 5.2. Data messages sent by Legalese to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 5.3. Legalese reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 5.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Legalese is therefore not responsible for the accuracy of any message sent by email or the Website over the internet, whether from Legalese to a user or from a user to Legalese.

## 6. HYPERLINKS, DEEP LINKS, FRAMING

- 6.1. The Website may include links to other internet sites ("the other sites"). Legalese does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 6.2. Legalese does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to [info@legalese.co.za](mailto:info@legalese.co.za) and Legalese will engage you on the removal of the content.

## 7. ADVERTISING AND SPONSORSHIP

- 7.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 7.2. Legalese, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## 8. INTELLECTUAL PROPERTY PROTECTION

- 8.1. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks



(as well as the organisation and layout of the Website) together with the underlying software code and everything submitted by you to the Website and Legalese in use of the Services, (“the intellectual property”) are owned (or co-owned or licenced, as the case may be) by Legalese, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

- 8.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website and related to the Services are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Legalese first being granted, which consent may be refused at the discretion of Legalese. No modification of any intellectual property or editorial content or graphics is permitted.
- 8.3. Legalese reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, or to suspend or terminate the Website and/or Services, at any time without notice; provided that any transactions already concluded through the Website will not be affected by such suspension or termination (as the case may be).
- 8.4. Where any of the Website’s or Services’ intellectual property has been licensed to Legalese or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 8.5. Any enquiries regarding any of the above relating to intellectual property must be directed to Legalese at [info@legalese.co.za](mailto:info@legalese.co.za).

## 9. PRIVACY AND PERSONAL INFORMATION

- 9.1. We respect your privacy and your personal information, and will take reasonable measures to protect it, as more fully detailed below.
- 9.2. Should you decide to submit any personal information to Legalese as a user on the Website or for the Services, Legalese may collect, collate, process, and use the following types of information about you when you use the Website (“**personal information**”):
  - 9.2.1. **Information provided by the user.** Legalese collects personal information (that is information about the user that is personally identifiable like the user’s name, address, age, geo-location, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, product and service preferences and contact preferences that are not otherwise publicly available); and
  - 9.2.2. **Information that is collected automatically.** Legalese receives and stores information which is transmitted automatically from the user’s device when the user browses the internet or uses the Website. This information includes information from cookies (which are described in clause 9.14 below), the user’s Internet Protocol (“**IP**”) address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.
- 9.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. Legalese is however



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under no obligation to ensure that your personal information or other information supplied by you is correct.

- 9.4. You warrant that the personal information disclosed to Legalese or the Website is directly from you as the user of the Website or in connection to the Services.
- 9.5. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 9.6. Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website and/or the Services, and you have consented to this, but we will not, without your express consent:
  - 9.6.1. use your personal information for any purpose other than as set out below:
    - 9.6.1.1. to contact you regarding current or new information, products or Services or any other service offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same contact);
    - 9.6.1.2. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same correspondence); and
    - 9.6.1.3. to improve our Services selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or
  - 9.6.2. disclose your personal information to any third party other than as set out below:
    - 9.6.2.1. to our employees and/or third parties who assist us to interact with you via our Website, email or any other method, for the ordering of their services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
    - 9.6.2.2. to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new product or Services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through same correspondence with us);
    - 9.6.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms; and
    - 9.6.2.4. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.
- 9.7. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect



and defend our rights or property. In the event of a fraudulent online payment, Legalese is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

- 9.8. We will ensure that all of our employees, associated third parties, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than Legalese's in relation to your personal information.
- 9.9. We will:
- 9.9.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
  - 9.9.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 9.9.3. provide you with reasonable access to your personal information to view and/or update personal details;
  - 9.9.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - 9.9.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
  - 9.9.6. upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Website functionality might be lost if certain personal information is amended or destroyed).
- 9.10. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 9.11. Legalese undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms.
- 9.12. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 9.13. If you disclose your personal information to an associated third party, such as an entity which operates a website linked to the Website or anyone other than Legalese, Legalese **shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party**. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 9.14. This Website may make use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused
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advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on the Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms.

- 9.15. You are entitled to request access to any of your relevant personal data held by Legalese and where such access is necessary for you to exercise and/or protect any of your rights. For any personal data held by any third party, the user must approach that party for the realisation of the user’s personal data rights with them, and not with Legalese.

## 10. DISCLAIMERS AND WARRANTIES

- 10.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". Legalese makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Websites or the information contained in it.
- 10.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Legalese. While Legalese makes every reasonable effort to present such information accurately and reliably on the Website, Legalese does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 10.3. Legalese, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.**
- 10.4. Legalese, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.**
- 10.5. Users from locations outside of South Africa, please note that Legalese complies with all South African laws in representing the Services.
- 10.6. Legalese takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Websites. However, Legalese does not warrant or represent that your access to the Website and/or Services will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user’s access to and use of the Website remains solely at the user’s own risk and the user should take their own precautions accordingly.

## 11. INDEMNITIES

- 11.1. The user indemnifies and holds harmless Legalese, its members, employees, and partners from any demand, action or application or other proceedings, including for attorneys’ fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user’s use of the Website and/or Services in any way.**



11.2. **The user agrees to indemnify, defend and hold Legalese harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**

11.3. **This clause will survive termination of this agreement.**

## 12. COMPANY INFORMATION

- 12.1. **Website owner:** Legalese (Pty) Ltd
- 12.2. **Legal Status:** Legalese is a (Pty) Ltd company
- 12.3. **Registration Number:** 2014/250183/07
- 12.4. **Director:** Eitan Stern
- 12.5. **Description of main business:** Legal Advisory Services
- 12.6. **Telephone number:** 021 422 0214
- 12.7. **E-mail address:** info@legalese.co.za
- 12.8. **Website location:** www.legalese.co.za
- 12.9. **Physical address:** 190A Buitengracht Street, Cape Town, RSA
- 12.10. **Postal address:** 190A Buitengracht Street, Cape Town, RSA
- 12.11. **Registered address:** 190A Buitengracht Street, Cape Town, RSA

## 13. DISPUTE RESOLUTION AND GOVERNING LAW

- 13.1. Your access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa only.
- 13.2. Should any dispute, disagreement or claim arise between the parties concerning use of the Website or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 13.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf.
- 13.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 13.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

## 14. TERMINATION OF USE OF WEBSITE OR SERVICES

- 14.1. **In addition to the conditions provided for above, Legalese reserves the right to terminate your use of the Services if you breach any of the Terms, or for any other reason.**



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- 14.2. If you wish to terminate the agreement with Legalese, you may do so by not using the Website and/or Services.
  - 14.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement shall survive the termination of this agreement for all purposes.

#### 15. NOTICES AND SERVICE ADDRESS

- 15.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
  - 15.1.1. in the case of Legalese, at [info@legalese.co.za](mailto:info@legalese.co.za); or
  - 15.1.2. in the case of the user, at the e-mail and addresses provided by the user to Legalese and/or the Website for this purpose.
- 15.2. The term "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 15.3. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 15.4. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

#### 16. GENERAL

- 16.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.3 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 16.2. No indulgence, leniency or extension of time granted by Legalese shall constitute a waiver of any of Legalese's rights under these Terms and, accordingly, Legalese shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 16.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 16.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 16.5. Should you have any complaints or queries, kindly address an e-mail to [info@legalese.co.za](mailto:info@legalese.co.za) advising Legalese of same.
- 16.6. In the event of the user breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Legalese in relation to the payment failure or breach.
- 16.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in



terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

- 16.8. No term or condition of these Terms is intended to breach any preemptory provisions of any consumer protection legislation and any regulations thereto.

