



SUSANDRA VAN WYK

ATTORNEYS | CONVEYANCERS | NOTARIES

TERMS AND CONDITIONS OF USE OF THE SUSANDRA VAN WYK ATTORNEYS WEBSITE

In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended ("ECTA") these Terms and Conditions ("T&C's") are binding and enforceable against all persons that access the Susandra van Wyk Attorneys Website ("Website") or any part thereof or make use of any of Wrapup's Online Products of Wrapup Pty Ltd (2019/565840/07) ("Wrapup").

If you do not agree with the T&C's leave immediately and terminate use of the Website. Any delay in leaving and terminating use of the Website shall be regarded as the User's full and unconditional understanding and acceptance of these T&C's.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these T&C's, unless the context indicates that some other meaning is intended:

1.1.1 "Client" means a natural or juristic person who completes the new Client sign-up form or utilises the Products and Services of Susandra van Wyk Attorneys and Wrapup as listed on the Website;

1.1.2 "Services" and "Products" are the Services and Products as outlined on the Website and shall include without limitation consultations;

1.1.3 "Potential Client" or "User" means a natural or juristic person who contemplates completing the new Client sign-up form or utilise the Services and Products of Susandra van Wyk Attorneys and/or Wrapup as listed on its Website or utilises the Website;

1.1.5 "Wrapup" means Wrapup (Pty) Ltd with registration number 2019/565840/07, a Private Company in terms of the laws of the Republic of South Africa and its website; and

1.1.9 "Website" means www.svwlaw.co.za or any associated hyperlink.

1.2 Any words indicated with inverted commas and starting with a capital letter shall bear the definition of the phrase or concept immediately preceding same as if it were included as a definition in terms of this clause;

1.3 References herein to the singular include the plural and vice versa; and



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1.4 Hyperlinks have been used in these T&C's. The fact that some or all of the hyperlinks may be non-operational, shall not play a role in the determination of the validity and interpretation of these T&C's.

3 AUTOMATED ACCESS

Other than bona fide public search engines, the User may not access any pages on this Website using any automated process or technology, including, without limitation, any web spiders, crawlers, or similar technologies.

4 ALTERATION TO THESE CONDITIONS OF USE

Susandra van Wyk Attorneys reserves the right to modify the Website at any time, and will post a notification on the Website in the event of a material change to the terms and conditions. It is the responsibility of the Users/Clients to review any such changes each time they access the Website, and their continued use of the Website after the changes have been posted shall constitute an unconditional acceptance of the amended terms and conditions.

5 UNAVAILABILITY OF THE WEBSITE

The User acknowledges and accepts that the Website may become unavailable from time to time due to various circumstances, including technical failure or problems with the Website; technical failure or problems with third party information technology systems; unavailability of telecommunication or electricity services; or other circumstances beyond the control of Susandra van Wyk Attorneys, in which case there shall be no claim whatsoever arising against Susandra van Wyk Attorneys.

6 PROHIBITED CONTENT AND PRACTICES

6.1 It is prohibited to publish, transmit, upload or exchange any content violating the current laws of the Republic of South Africa, particularly content that is untrue, deceptive, offensive, vulgar, threatening, racist or chauvinist, content violating intellectual property rights, content considered as unauthorised disclosure of personal data or as violation of the right of privacy of Users/Clients or third parties, as well as any other content which may cause damage to WrapUp, other Users/Clients or third parties ("Prohibited Content").

6.2 It is not allowed (hereinafter "Prohibited Practices") to:



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6.2.1 Use the Website in a manner which may cause damage to the Website, other Users/Clients or any third party;

6.2.2 publish, upload, exchange or transmit Prohibited Content;

6.2.3 publish, upload, exchange or transmit any content that the User/Client knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to WrapUp, other Users or third parties;

6.2.4 for any User/Client misrepresenting him/herself for the purpose of deceiving WrapUp, other Users or third parties;

6.2.5 publish, upload, exchange or transmit to the Website, other Users/Clients or third parties any unwanted notices or other content of commercial or malicious nature, without prior request or consent, particularly including notices and other content of the same or similar nature;

6.2.6 purposeful publishing, uploading, exchange or transmission of any content containing computer viruses, worms, and programs that may obstruct or hinder regular operation of the Website, cause damage or destruction of any computer program, or any computer and other equipment owned by the Website, other Users/Clients or third parties;

6.2.7 collect, process or use personal data of the Users/Clients or third parties in an unauthorised manner;

6.2.8 engage in overt or covert advertising (verbal or graphic representation of Products, services, personal names, names of companies, names, trademarks (registered or unregistered trademarks and service marks), businesses etc.) in an unauthorised manner.

6.3 Users or third parties shall be legally liable for failure to comply with the provisions of these T&C related to Prohibited Practices or Prohibited Content, particularly for possible damage caused by such actions to the Website, other Users/Clients and/or third parties.

6.4 Susandra van Wyk Attorneys reserves the right, but does not assume the obligation, to cancel the account of a User/Client as a result of the User's Prohibited Practices or other unlawful behaviour, or any violation of these T&C's that WrapUp assesses as grave, without prior notice and without explanation, according to our own assessment or information provided by any User or third party.



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6.5 In consequence of the above, Susandra van Wyk Attorneys cannot be held responsible for possible damage incurred to the User, other Users or third parties, caused by Prohibited Practices

7 AVAILABILITY, ERRORS AND INACCURACIES

Susandra van Wyk Attorneys cannot and does not guarantee the accuracy or completeness of any information, including prices, Product images, specifications, advice, availability, and services.

Susandra van Wyk Attorneys' right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice is fully and strictly reserved.

8 ELECTRONIC COMMUNICATIONS

Any communication or material the User/Client transmits to Susandra van Wyk Attorneys or to the Website or to Wrapup by electronic mail or otherwise, including, but not limited to any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary by Susandra van Wyk Attorneys or to the Website or to Wrapup, unless expressly agreed otherwise in writing. Electronic communications shall only be deemed to have been received if and when responded to in a manner, other than by way of an automated response. Information contained in electronic communications must be regarded as confidential and intended solely for the use of the intended recipient. Any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful.

Whilst Susandra van Wyk Attorneys employs virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. The User/Client is accordingly advised to employ their own virus scanning tools. The views expressed in any electronic communications transmitted are those of the individual sender unless the context clearly provides otherwise.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The full contents of the Website are copyright-protected.

9.2 All intellectual property on the Susandra van Wyk Attorneys Platform, Website and Online Products of Wrapup, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text,



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graphics, icons and hyperlinks are the property of or licensed to Susandra van Wyk Attorneys and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights provided to you in these T&C's, all of the rights to intellectual property on the Susandra van Wyk Attorneys Platform, Website and Online Products of Wrapup are expressly and strictly reserved.

9.3 All rights, interest and title in intellectual property on the Website is, and remain, the exclusive property of Susandra van Wyk Attorneys, and any unlawful or unauthorized use, modification, alteration, on-sell or distribution, is punishable by law.

10 INDEMNITY AND WARRANTIES

10.1 As a condition of the User's use of the Website, the User hereby indemnifies Susandra van Wyk Attorneys where there is no consultation time prior to using any Website content.

10.2 Use of the Platform or Website or the information contained thereon is entirely at the User's own risk and accepts full responsibility for all risks that may result from the use of the Website. Susandra van Wyk Attorneys will not be liable for damages of any nature whatsoever which may arise out of the use of the Website, or the information contained thereon.

10.3 Notwithstanding anything to the contrary contained above, in no event shall Susandra van Wyk Attorneys, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

10.3.1 Any User/Client's access to or use of or inability to access or use the Website;

10.3.2 any conduct or content of any third party on the Website;

10.3.3 any content obtained from the Website; and

10.3.4 any unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, delict including negligence and excluding gross negligence, whether we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

10.4 The Users make use of the Website at their own sole risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis. The Website is provided without warranties of



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any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

10.5 Susandra van Wyk Attorneys has taken all commercially reasonable measures to ensure the integrity of the Website and no warranty is given that any material downloaded from the Website is free of viruses, bugs, or the like that may have the ability to corrupt the operation of your computer system.

11 LINKS TO THIRD PARTY PLATFORMS

11.1 We shall not control or supervise content available through the Links and therefore we cannot guarantee the accuracy, truthfulness, origin, contents, or availability thereof.

11.2 In consequence of the above, we cannot be held responsible for possible damage caused regarding publishing, removing, or using any Link, or relying on any content available via the Link.

12 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECTA

12.1 Access to the services, content, software and downloads available from the Website may be classified as “electronic transactions” as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, Susandra van Wyk Attorneys provides the following information:

12.1.1 The full name and legal status of the Website owner: Susandra van Wyk Attorneys

12.1.2 Postal address: Suite 16 Private Bag X10, Menlo Park, Pretoria, South Africa 0102

12.1.3 Main business: Legal Firm

12.1.4 The Website address of the Website is: www.svwlaw.co.za

12.1.5 The official e-mail address of the Website is: info@svwlaw.co.za

12.1.6 Access to and use of the Website is provided free of charge.

12.1.7 Users may lodge complaints concerning the Website: www.svwlaw.co.za

13 DATA PROTECTION

13.1 The “Client” being a data subject and further, as the duly authorised representative of the said Client, hereby acknowledge that Susandra van Wyk Attorneys has been engaged or may possibly be engaged to render or potentially render a wide range of



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Services and Products and therefore consent thereto that Susandra van Wyk Attorneys collects, hold, organise, store, use, administer and process the Client's personal information for this purpose. The personal information (the "information") in relation to this consent is:

13.1.1 the Client's contact – and invoicing details (including email addresses, fax and phone numbers, physical, postal and website addresses VAT and Tax Numbers, banking details), FICA documents in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended), the verification of the Client's details and shall include credit check(s) on the Client and key decision-makers.

13.2 The Client acknowledges that it has the right to:

13.2.1 request a list of the names and addresses of any potential recipients of the information;

13.2.2 to review and correct the Information;

13.2.3 The Client acknowledges that information may be requested and shared in terms of its Promotion of Access to Information Act ("PAIA") Manual; and

13.2.4 to request the return or destruction of the Information once it is no longer required under the engagement with Susandra van Wyk Attorneys or by law.

13.3 Susandra van Wyk Attorneys undertakes that all personal information will be held securely to the standard directed by the Protection of Personal Information Act 4 of 2013 as amended (the "Act" or "POPIA") and that it has bound its service providers ("Operators") to a similar standard as required and prescribed by POPIA.

13.4 See also Susandra van Wyk Attorneys Privacy Policy.

14 GOVERNING LAW

The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

END OF DOCUMENT