

IMPORTANT NOTICE: PLEASE READ CAREFULLY

BY CONTINUING, YOU CONFIRM YOU HAVE READ THESE TERMS & CONDITIONS AND UNDERSTAND THE RIGHTS AND OBLIGATIONS SET FORTH THEREIN. YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS & CONDITIONS AND GRANT TO L@W THE RIGHTS SET FORTH HEREIN.

BY CONTINUING, YOU FURTHER WARRANT THAT YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE ENTITY YOU REPRESENT AND THAT SUCH ENTITY AGREES TO BE BOUND BY THESE TERMS & CONDITIONS.

THESE TERMS & CONDITIONS ARE EFFECTIVE AS SOON AS YOU ACCESS L@W'S WEBSITE AND COMPRISE A BINDING CONTRACT BETWEEN YOU AND L@W.

IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE FROM ACCESSING L@W'S WEBSITE AND/OR AND MAKING USE OF ANY OF THE PRODUCTS.

L@W MAY AMEND THESE TERMS & CONDITIONS FROM TIME TO TIME WITHOUT ANY NOTICE TO YOU. BY ACCESSING L@W'S WEBSITE YOU AGREE TO BE BOUND TO THE VERSION OF THESE TERMS & CONDITIONS PUBLISHED THERE AT THE TIME OF ANY VISIT TO L@W'S WEBSITE. YOU AGREE TO VIEW THE CURRENT VERSION EACH TIME YOU ACCESS L@W'S WEBSITE.

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1. DEFINITIONS

“**authorisations**” means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfill your obligations under these Terms & Conditions.

“**L@W**”, “**our**”, “**us**”, or “**we**” means **Law Deed Solutions (Pty) Ltd**, South African company registration number 2004/004195/07.

“**L@W Group of Companies**” means:

- (i) **LAW Active (Pty) Ltd**, South African company registration number 2006/027343/07, and/or
- (ii) **LAW Active Ireland Ltd**, Irish company registration number 406117, and/or
- (iii) **LAW Active UK Ltd**, English company registration number 5364834, and/or
- (iv) **LAW Compliance (Pty) Ltd**, South African company registration number 2006/027343/07, and/or
- (v) **LAW Credit (Pty) Ltd**, South African company registration number 2001/004364/07, and/or
- (vi) **LAW Credit Solutions (Pty) Ltd**, South African company registration number 2004/003787/07, and/or
- (vii) **LAW Deed Solutions (Pty) Ltd**, South African company registration number 2004/004195/07, and/or
- (viii) **LAW FICA Solutions (Pty) Ltd**, South African company registration number 2008/005873/07; and/or
- (ix) **LAW Holdings (Pty) Ltd**, South African company registration number 1995/013349/07, and/or
- (x) **LAW Trusted Third Party Services (Pty) Ltd**, South African company registration number 2001/004386/07, and/or
- (xi) **Lawyers Access Web Namibia (Pty) Ltd**, Namibian company registration 2004/548, and/or
- (xii) any of their holding companies, subsidiaries, as well as subsidiaries of their holding companies from time to time, as the case may be.

“**hardware**” means any means any hardware rented/purchased from us via our website.

“**L@W staff**” means any of L@W’s directors, employees, agents, contractors and/or consultants, as the case may be.

“**material**” means the content, trademarks, copyrights, data, and other material, including but not limited to, text, documents, graphics, logos, icons, hyperlinks, private information, and designs contained on our website.

“**products**” means any services, software or hardware, as the case may be.

“**regulatory provision**” means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the website and/or use of the products.

“**services**” means any of the services provided by us via our website.

“**software**” means any means any software rented/purchased from us via our website.

“**Terms & Conditions**” means the contract between you and L@W, as recorded by the terms contained in this document.

“**transaction**” means an electronic transaction of a commercial nature or non-commercial nature, and includes the provision of information.

“**website**” means L@W’s website on the Internet consisting of its home page with the address www.lawtech.co.za, and upon which these Terms & Conditions appear, and other web pages under the control of L@W and linked by hyperlink to the home page or each other.

“**You**” and/or “**your**” means you, the person (natural and/or legal) accessing our website and/or making use of the products, and includes the person you represent in any transaction when making use of the products.

2. **OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS & CONDITIONS**

Should any of the terms contained in these Terms & Conditions conflict with any of the terms contained on any of the websites of the other companies that form part of the L@W Group of Companies, then the terms on such other website shall prevail insofar as such other website and the use thereof is concerned.

Should any of the terms in these Terms & Conditions conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures, with L@W, then those terms, to the extent of any conflict, contained in such other agreement shall prevail.

3. **NON-CONFIDENTIAL AND NON-PROPRIETARY INFORMATION**

Other than personal information, which is covered under the privacy policy on our website, any material, information or other communication you transmit or post to the website will be considered non-confidential and non-proprietary.

You are prohibited from posting or transmitting to or from the website any unlawful, threatening, defamatory, obscene, pornographic, or other material that would violate any applicable law.

4. **LINKS TO AND FROM OTHER WEBSITES**

Links to third party websites on our website are provided solely as a convenience to you. If you use these, links, you will leave our website and/or our secure environment. We have not reviewed any/all of these third party websites and do not control and are not responsible for any of these websites or their content. Thus, we do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website.

5. INTELLECTUAL PROPERTY

All right, title, and interest in and to the materials belong exclusively to us and/or our licensors and/or suppliers and are copyrighted and protected by law. The materials may not be copied, reproduced, modified, published, uploaded, posted, to other websites or otherwise distributed in any way, without our prior written permission. Except as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any express or implied right to you to use or reproduce the materials. All our rights are reserved.

6. ELECTRONIC COMMUNICATIONS

When you make use of any of the products and/or send e-mails to us, you consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be “in writing”.

7. PIN CODE AND/OR DIGITAL ID

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PIN) and/or digital identity that may be issued to you and used, amongst other things, to identify you to the website, and shall be fully responsible for all activities that occur under such PIN code, or digital identity, as the case may be, and with or without your knowledge.

You agree to immediately notify L@W of any compromise, or suspected compromise, of any PIN code and/or digital identity, as the case may be, and you indemnify us against any loss, damage, or injury arising from your failure to comply herewith.

8. SECURITY

Should you deliver or attempt to deliver any damaging code to our website or attempt to gain unauthorised access to any page on our website, you shall be prosecuted and damages will be claimed from you in the event that we suffer any damage or loss. You acknowledge and agree to use our website for lawful purposes only. In this regard you may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you, (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other code or instructions that are designed to distort, delete, damage or disassemble our website(s) or the communication, (c) send any unsolicited commercial communication not permitted by applicable law, or (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable.

9. HARDWARE

The terms applicable to hardware rented or sold to you appear in the *L@W Hardware Rental Agreement* and the *L@W Hardware Sale Agreement*. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such hardware, and any remedy you seek to enforce shall be governed by the terms of the aforesaid rental and sale agreements.

10. SOFTWARE

Software made available, if any, on or via our website or any hardware rented or sold to you is governed by license terms that establish a binding contract with a licensor. You indemnify us against any breach of these license terms. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

11. SERVICES

Certain of the services made available for use via our website may be governed by license terms and that establish a separate binding contract with a licensor. You indemnify us against any breach of these license terms. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such services, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

12. FEES

For the products, you agree to pay the charges (exclusive of VAT) set out in our then current price list (as may be published on our website time to time), free of conditions, set-off, bank exchange, commission or any other deduction to you, and you agree not to defer, adjust or withhold any such payment.

We reserve the right to (i) charge interest at the maximum rate permitted by law, and/or (ii) suspend the provision of the products, without incurring any liability, in the event that you for whatever reason refuse, fail and/or neglect to make any payment of any amount invoiced by L@W in terms hereof.

13. COMPLIANCE WITH LEGISLATION

You shall at your own risk and expense procure all authorisations that you may require to access the website and/or make use of the products. We do not make any representations, nor give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third party.

You agree to comply shall at all times with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the products.

14. DISCLAIMER

YOUR USE OF THIS WEBSITE, THE PRODUCTS, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE AND PRODUCTS REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS, THE L@W STAFF, AND ANY COMPANY FORMING PART OF THE L@W GROUP OF COMPANIES WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF OUR WEBSITE, THE PRODUCTS, AS SET FORTH BELOW.

IN NO EVENT ARE WE, OUR LICENSORS, OUR SUPPLIERS, THE L@W STAFF, AND ANY COMPANY FORMING PART OF THE L@W GROUP OF COMPANIES LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE AND/OR THE PRODUCTS, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, THE L@W STAFF, AND ANY COMPANY FORMING PART OF THE L@W GROUP OF COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH OUR WEBSITE AND/OR THE PRODUCTS IS TO DISCONTINUE YOUR USE THEREOF.

16. GENERAL

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these Terms & Conditions shall nonetheless remain in full force and effect.

The failure by us at any time to require performance of any of the terms hereof shall in no manner affect our rights at a later time to enforce the same.

These Terms & Conditions are governed by and construed in accordance with South African law. Any legal proceedings arising out of or relating to these Terms & Conditions will be subject to the jurisdiction of the South African courts.

17. ECT ACT INFORMATION

Company name:	Law Deed Solutions (Pty) Ltd
Registration number:	2004/004195/07
Physical address:	Unit B4 Arden Grove Business Park, Race course Road, Montague Gardens, Cape Town
Postal address:	PO Box 37221, Montague Gardens, 7442
Email address:	info@lawdeed.co.za
Telephone number:	0860 44 33 33
Fax number:	021 555 3127
Membership of regulatory bodies:	n/a
