**WEBSITE TERMS OF USE – OKELETSANG MOOKELETSI ATTORNEYS (“The Firm”)**

The Firm shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by any person who accesses or uses this website ("the User") as a result of the User accessing this website, utilizing any service offered on this website or relying on any information contained on this website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:

1.1 errors or discrepancies in the information provided

1.2. any unauthorized access of this website by third parties

1.3. any breakdown or failure of any equipment or medium of access to this website

1.4. any failure or unavailability of any of the Firm’s or any third parties’ facilities or systems resulting in the inability to access this website or process any transaction referred to on this website

1.5. the destruction or accessing of the User’s data or equipment

1.6. any alteration, modification, upgrade or update of this website or any technology, hardware or the Firmware modification that may form part of this website.

The User hereby indemnifies the Firm against any demand, claim or action against the Firm relating to or in connection with the User’s use or accessing of this website whether directly or indirectly for any reason whatsoever.

The Firm reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.

Unless expressly stated to the contrary THE FIRM owns the intellectual property rights in and to this website and the unauthorized use hereof is expressly prohibited.

Use of this website is entirely at your own risk.

This website is made available to you by Okeletsang Mookeletsi Attorneys (“The Firm”) conditional upon your acceptance, without modification, of these Terms of Use as amended from time to time.

The terms and conditions set out below apply to every person who uses, accesses, refers to or views this website (“you” or “your”). Your access to and use of this website constitutes your agreement to and acceptance of these Terms of Use.

You hereby warrant to the Firm that you have the required legal capacity to enter into and be bound by a contract. Minors must be assisted by their legal guardians when reading these terms and conditions. If you are unsure whether you have the legal capacity to enter into contracts, please ask someone to assist you with this information before continuing to use this website. If you do not agree with any provision contained in these Terms of Use, please stop using or accessing this website immediately.

**MODIFICATION OF TERMS OF USE**

The Firm reserves the right, in its sole discretion, to amend (including without limitation, by the addition of new terms and conditions) these Terms of Use at any time and from time to time without notice to you. Any such amendments shall come into effect immediately and automatically. You undertake to review these Terms of Use regularly prior to use of this website for any such amendments.

**DEFINITIONS**

3.1. The following terms shall have the corresponding meanings assigned to them:

3.1.1. “Intellectual Property” means, collectively, the patents, copyrights (and moral rights), Trade Marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-How, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by THE FIRM on or in connection with this website.

3.1.2. “Know-How" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used by THE FIRM in connection with this website, as well as, all available information regarding marketing and promotion of the products and services described in this website, as well as all and any modifications or improvements to any of them.

3.1.3. “THE FIRM” means Okeletsang Mookeletsi Attorneys, its affiliates, subsidiaries and their subsidiaries. Any reference to THE FIRM will include the employees, officers, advisers, service providers, suppliers and content providers of THE FIRM.

3.1.4. “Terms of Use” means these terms of use.

3.1.5. “Trade Marks” means those trade marks owned by THE FIRM and any other trade marks, designs, logos, style names and slogans which THE FIRM owns or has the right to use or any derivative service offerings of, and applications for, any of same.

3.1.6. “Website Material” means the contents of this website, including without limitation, all and any information, data, documents, Intellectual Property, material, products (including the Firmware) or services contained in, accessed through, or downloaded or obtained from this website.

**INTERPRETATION**

4.1. Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases:

4.1.1. defined in these Terms of Use will bear the same meaning throughout these Terms of Use;

4.1.2. not defined in these Terms of Use but defined in ECTA will bear the same meaning given to them in ECTA.

4.2. The headings used in these Terms of Use are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the whole or any part of these Terms of Use.

4.3. No term or provision contained in these Terms of Use is to be interpreted or construed so as to exclude any rights granted by Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 to any natural person who enters or intends entering into an electronic transaction with THE FIRM on this website.

4.4. References to "writing" or notices "in writing" by THE FIRM in these Terms of Use only includes writing on paper signed in ink by an authorised representative of THE FIRM and specifically excludes any writing which may be in electronic form.

4.5. Any reference in these Terms of Use to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party’s liquidator or trustee, as the case may be.

**OTHER TERMS AND CONDITIONS**

5. Certain services offered on this website may be subject to additional terms and conditions as indicated on that part of the website and your use of those products and/or services will also be subject to those additional terms and conditions governing those relevant products and/or services. To the extent that those additional terms and conditions conflict with these Terms of Use, then those additional terms and conditions shall take precedence.

**WEBSITE MATERIAL – SCOPE OF PERMITTED USE**

6.1. Subject to the provisions of these Terms of Use, you may only download, view and print the Website Material restrictively for your own personal use and only for non-commercial purposes. This permission does not extend to the source code of this website or to the source code of any Firmware or computer program that forms part of the Website Material.

6.2. You may not alter, modify, decompile, reverse-engineer, copy, reproduce, distribute, transfer, sell, transmit, display, broadcast, publish, exploit, license or create derivative works from the Website Material.

6.3. You may not use this website or the Website Material for any illegal or unlawful purposes or as prohibited by these Terms of Use.

6.4. You may not link to any page on this website or frame this website or any of the pages on this website in any way whatsoever without the prior written permission of THE FIRM. Recognizing the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding online conduct.

6.5. This website is proprietary to THE FIRM. All rights reserved. You must get THE FIRM's prior written approval if you wish to copy, reproduce, distribute, transmit, display, broadcast or publish any Website Material, whether electronically or otherwise.

6.6. You may not print any part of the website or the Website Material, except where THE FIRM expressly states that you may do so.

6.7. You acknowledge that you do not acquire any ownership rights or rights of use in or to any Website Material by downloading that Website Material or by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that Website Material where permitted to do so.

6.8. You may not transfer any rights or obligations in terms of these Terms of Use to any other person or entity.

6.9. You are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you for the exercise of your rights of permitted use of this website.

**USER BEHAVIOUR**

7.1. You may not use this website to obtain or distribute:

7.1.1. copyrighted material or material protected by laws relating to intellectual property rights without the permission of THE FIRM;

7.1.2. material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or Firmware;

7.1.3. material which is defamatory, unlawful or contains hate speech; or

7.1.4. bulk e-mail, whether solicited or unsolicited.

7.2. You must not interfere with or jeopardize the functionality or the operation of any part of this website or attempt to interfere with or jeopardize, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this website or of the Website Material.

7.3. You are strictly prohibited from using this website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming".

7.4. You may not intercept any information transmitted to or from THE FIRM or this website which is not intended by THE FIRM to be received by you.

7.5. You must respect other users of this website at all times.

7.6. Any reference in these Terms of Use to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party’s liquidator or trustee, as the case may be.

8.1. **SECURITY - USE OF PASSWORDS**

 8.1.1. In the event you are allocated a password in order to enable you to gain access to certain parts of this website or the Website Material ("your Password"), THE FIRM may, in its sole discretion, at any time and for any reason revoke your Password and consequently your access to certain parts of this website or the Website Material.

8.1.2. You must keep your Password secret and confidential. You must immediately notify THE FIRM in writing if the secrecy or confidentiality of your Password is compromised or if your Password is disclosed to any unauthorized person.

8.1.3. You must only use your Password in order to use this website for the permitted use.

8.1.4. You will be responsible and wholly liable for any use or misuse of your Password. Any actions or omissions committed through the use of your Password will be considered to have been committed by you. You specifically indemnify THE FIRM for any claim, liability, damage or loss arising as a result of the use or misuse of your Password.

8.2. **USE OF PERSONAL INFORMATION**

For details regarding the use of your personal information, please see THE FIRM’s Privacy Policy.

9. **CHANGES TO THE WEBSITE AND REMOVAL OF ACCESS**

THE FIRM may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, product, service or information contained on this website at any time without any prior notice to you. THE FIRM may also impose limits on certain features and services or restrict your access to any or all of the website or Website Material without notice or liability.

**DISCLAIMERS AND LIMITATIONS OF LIABILITY**

10.1. Your use of this website and reliance on any Website Material or services available on this website is entirely at your own risk. This website, including all Website Material, is provided “as is” and THE FIRM will not be liable for any unavailability, interruption, downtime, malfunction, or failure of this website or the Website Material for any reason whatsoever.

10.2. THE FIRM does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed on, linked to or distributed through this website or the Website Material. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. THE FIRM reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this website and the Website Material.

10.3. Information, ideas and opinions expressed on this website and in the Website Material should not be regarded as professional advice or the official opinion of THE FIRM and you are advised to seek professional advice before taking any course of action related to them.

10.4. Subject to the provisions of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and to the fullest extent permissible by law, THE FIRM disclaims all warranties of any kind, whether express or implied, including without limitation to the implied warranties of merchantability or fitness for a particular purpose, in respect of this website and the Website Material. THE FIRM does not warrant that the functions contained in this website or the Website Material will meet your requirements; will be uninterrupted, timely, secure or error free; will meet your requirements or operate in every combination selected by you for use; that any defects or errors will be corrected; or that this website or the Website Material or the server that makes them available is free of viruses or other harmful components. THE FIRM does not warrant that this website or the Website Material will provide specific results from use of this website or the Website Material or any content, search or link within them or that the results that may be obtained from the use of this website will be accurate or reliable.

10.5. Whilst THE FIRM takes reasonable precautions in its operation of the website, neither THE FIRM nor its agents or representatives will assume any responsibility and neither THE FIRM nor its agents or representatives (in whose favour this constitutes a stipulatio alteri) shall be liable for any damages to or for viruses that may infect your computer equipment or other property on account of your access to, use of or browsing of this website or the Website Material or your downloading of any materials, data, text images, video or audio from this website or the Website Material. Any material downloaded or otherwise obtained through the use of this website or the Website Material is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

10.6. You agree that under no circumstances whatsoever, including as a result of THE FIRM’s negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law THE FIRM may be liable, shall THE FIRM or its servants, agents or contractors or other persons for whom in law THE FIRM may be liable (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by you, your directors, servants, dealers or customers, resulting from your use of or inability to use the website or the Website Material.

**INDEMNITY**

11. You hereby indemnify THE FIRM and its officers, directors, employees, servants, agents or contractors or other persons for whom in law THE FIRM may be liable (in whose favour this constitutes a stipulatio alteri) from any loss, damage, damages, liability, claim or demand due to or arising out of your use of this website or the Website Material or your breach of these Terms of Use.

**THIRD PARTY LINKS**

12. Links to and from this website to other websites belonging to or operated by third parties do not constitute an endorsement by THE FIRM of such linked websites or their contents nor do they constitute any association by THE FIRM with their owners or operators. THE FIRM has no control over such linked websites and is not responsible or liable for any content, goods or services available on or through any such linked websites or for any damage, damages or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such linked websites. You agree that where you access linked websites, you do so entirely at your own risk. Your interaction, correspondence or business dealings with third parties which are referred to or linked to or from this website entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings. You are solely responsible for identifying and familiarizing yourself with any terms and conditions which will govern your relationship with such third party. You agree that THE FIRM shall not be responsible or liable for any damage, damages or loss caused or alleged to be caused by or in connection with your interaction, correspondence or business dealings with such third parties.

**FEES AND CHARGES**

13. Your acquisition of products and/or use of services offered on this website may be subject to fees and charges (which fees and charges are incorporated into these Terms of Use) and you authorize THE FIRM to charge such fees and charges to you.

**VARIATION OF CERTAIN DEEMING PROVISIONS IN ECTA**

14.1. By using this website, you agree that these Terms of Use create a binding agreement between THE FIRM and you, even though these Terms of Use are wholly or partly in the form of a data message. You agree specifically that:

14.1.1. the agreement will be treated as if it was concluded at THE FIRM's physical address detailed below on the date on which you first made any use of this website;

14.1.2. an electronic signature is not required by you or THE FIRM for purposes of agreeing to these Terms of Use. You agree that by using this website or the Website Material this will be sufficient evidence of your agreement to these Terms of Use;

14.1.3. any data message sent by you to THE FIRM will be deemed to have been sent from THE FIRM’s physical address below if neither your usual place of business nor residence is located within the Republic of South Africa;

14.1.4. any data message sent by THE FIRM to you will be deemed to have been received by you at THE FIRM's physical address below if neither your usual place of business nor residence is located within the Republic of South Africa; and

14.1.5. this agreement will be interpreted and implemented in accordance with the laws of the Republic of South Africa and you agree to the jurisdiction of the courts of the Republic of South Africa.

**DISPUTES**

15.1. In the event that any claim, matter or dispute arises between you and THE FIRM arising out of or in connection with your use of this website, the Website Material or these Terms of Use on any matter then the claim, matter or dispute may be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by that foundation. The arbitration shall be held at Johannesburg in the English language and shall be held immediately with a view to be completed within 21 (twenty one) days. You agree that the decision of the arbitrator in the arbitration proceedings shall be final and binding on you and may be made an order of court.

15.2. THE FIRM reserves the right to deal with the matter in a forum of its choice, which will include but will not be limited to, the courts of the Republic of South Africa. This right will continue to apply termination, cancellation or amendment of these Terms of Use. You agree that THE FIRM is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these Terms of Use or your use of the website or of the Website Material, in any Magistrates' Court in the Republic of South Africa having jurisdiction over you, even though the cause of action in question exceeds the jurisdiction of that court.

15.3. Notwithstanding the above provisions, either party shall be entitled to institute action in any court of law of competent jurisdiction to obtain urgent interim relief.

**GOVERNING LAW**

16. This website is hosted, controlled and operated from the Republic of South Africa. The parties agree that these Terms of Use shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa. To the extent that a court has jurisdiction over any matter between the parties arising out of or in connection with these Terms of Use, the parties submit themselves to the non-exclusive jurisdiction of the High Court of the Republic of South Africa.

**SEVERABILITY**

17. Any provision in these Terms of Use which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of Terms of Use, without invalidating the remaining provisions of these Terms of Use.

**PRIVACY POLICY AND SECURITY PROCEDURES**

18.1. You acknowledge that you have read and understood THE FIRM’s Privacy Policy and Payment Security Procedures, the terms of which are incorporated into these Terms of Use.

18.2. You agree that we shall be entitled to send "cookies" from this website to your computer. You acknowledge that a “cookie” is simply a message given by our website to your browser which is stored on your computer and contains information to personalize your experience on our website by being relayed to our server each time your browser requests a page from our website.

**MONITORING OF COMMUNICATIONS**

19.1. You expressly give your consent for us to monitor your internet and e-mail traffic on our various website servers and domains. You acknowledge that THE FIRM monitors internet and e-mail traffic on these various website servers and domains primarily to ensure that surfers and consumers are not acting illegally, unlawfully or in breach of these Terms of Use and:

19.1.1. to maintain the integrity and security of our websites and our information technology systems;

19.1.2. to investigate and detect any unauthorised use of our websites and our information technology systems; and

19.1.3. as an inherent part of and to secure the effective operation of our websites and our information technology systems.

**TERMINATION**

20. If you breach any of these Terms of Use, THE FIRM may immediately, automatically and without notice to you, terminate your use of and access to THE FIRM’s website, and/or prohibit your future access to use of THE FIRM’s website, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of THE FIRM’s rights in this regard are expressly reserved.

**COSTS**

21. Any costs, including legal costs on the attorney and own client scale and value-added tax, incurred by THE FIRM arising out of your Use of this website or the Website Material, or a breach of these Terms of Use, will be borne by you.

**WHOLE AGREEMENT**

22.1. These Terms of Use constitute the whole agreement between you and THE FIRM relating to your access to use of this website.

22.2. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms of Use which THE FIRM may show, grant or allow you shall operate as an estoppel against any party in respect of its rights under these Terms of Use nor shall it constitute a waiver by THE FIRM of any of THE FIRM’s rights and THE FIRM shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.