

LegalWise
South Africa (RF) (Pty) Ltd
Video Consultation
Terms and Conditions



1. Aim

Apart from face-to-face consultations in one of the LegalWise Branches and telephonic consultations, LegalWise is adding the option of Video Consultations to provide support to LegalWise Members. These terms and conditions will apply to all video consultations and information shared during these consultations between you and LegalWise.

2. On what platforms will the Video Consultations take place?

2.1. The Video Consultations will take place on the following third-party applications and platforms:

2.1.1. WhatsApp; or

2.1.2. Zoom.

2.2. LegalWise does not exercise control over third parties' usage terms and conditions and it is your responsibility to ensure that you comply with the third parties' usage terms and conditions.

2.3. It is your responsibility to ensure that your electronic device (such as mobile phone, tablet, laptop or computer) is equipped with the necessary software or applications.

3. How to make an appointment for a Video Consultation?

3.1. The normal avenues are available when booking an appointment for a Video Consultation, which will include:

3.1.1. contacting your nearest LegalWise Branch; or

3.1.2. making use of the LegalWise digital channels.

3.2. The booking of appointments for Video Consultations will depend on the availability in the Branches. This means that your Video Consultation may be scheduled to take place on a future date.

3.3. It is your responsibility to ensure that you are available and prepared (subject to clause 2.3 above) at the time and date of the scheduled Video Consultation.

4. How to access the Video Consultation?

4.1. When the Video Consultation has been successfully booked, you will receive a notification informing you of the date and time of the Video Consultation.

4.2. In the event of a **WhatsApp Video Consultation**, you will receive a request to join the Video Consultation in a WhatsApp conversation.

4.3. The WhatsApp request will be sent to your chosen number and it may require you to first opt-in if you have not used the LegalWise WhatsApp before.

4.4. In the event of a **Zoom Video Consultation**, you will receive an e-mail with a link that you can click on or copy into your internet browser. Depending on the electronic device you use, you may be required by the third-party software to download the application first.

4.5. LegalWise does not exercise control over the accessibility and availability of the functions of the third-party software and applications.

5. What will happen during the Video Consultation?

5.1. Upon you booking the Video Consultation you consent to taking part in a virtual Video Consultation.

5.2. The Video Consultation will not be recorded and will be considered in a similar manner as a face-to-face consultation in one of the LegalWise Branches. The details of your matter will be captured on the LegalWise Systems and a summary of the discussion will be shared with you.

5.3. You will be able to share documents between your electronic device and LegalWise during the Video Consultation, depending on the platform being used. For example, you can send LegalWise a document in the WhatsApp chat during the Video Consultation.

5.4. Should you have connectivity issues, you may be requested to switch off the video in an attempt to improve connectivity and for the consultation to continue.

5.5. Should you lose connectivity completely during the Video Consultation, the LegalWise Legal Counsellor will contact you telephonically in order for the consultation to continue.

6. Is my privacy protected?

6.1. While making use of the Video Consultation option, you may be asked to provide personal information. LegalWise is committed to protecting your privacy and agrees to use your personal information only for the purpose it was collected for, namely, to assist you with your legal matter and other services provided by LegalWise. By providing the requested personal information, you consent to the processing of your personal information in accordance with the Protection of Personal Information Act 4 of 2013.

6.2. LegalWise does not accept any liability for any injury, loss or damage incurred by the use of or reliance on any information provided by you and you warrant that the information you provide is accurate.

6.3. In respect of the WhatsApp and Zoom platforms, LegalWise does not exercise control over third parties' privacy policies and you should refer to the policy of any such third party to see how such party protects your privacy.

7. Is an internet connection required and must I pay for my own data usage?

7.1. You require a stable internet connection for a Video Consultation.

7.2. It is your responsibility to ensure that you have enough data available to last the entire duration of the Video Consultation.

7.3. You are responsible to pay for your own data costs to enable you to make use of the Video Consultation. LegalWise is not responsible for your data usage or costs during the Video Consultation and does not exercise control over your network service provider.

7.4. In the event where you run out of data during the Video Consultation, the LegalWise Legal Counsellor will contact you telephonically in order for the consultation to continue.

8. Disclaimer

8.1. While LegalWise strives to prevent harm, damage or loss that could result from the Video Consultations, we are not responsible or liable for any harm, damages or losses arising from the Video Consultation, including, but not limited to: incorrect information being shared by you during the Video Consultation; for corruption of data; for the non-delivery or incorrect delivery of any message sent in relation to the Video Consultation; its effect on electronic devices; its interception or transmission in an unencrypted medium; or arising from any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software and so on.

8.2. The Video Consultation is provided on an "as is" and "as available" basis. LegalWise disclaims all responsibility and liability for the availability, timelessness, security or reliability of the Video Consultation platforms or the accuracy of the information provided via the Video Consultation.