

# LegalWise Website Usage and Privacy Policy

July 2021. Copyright © LegalWise 2021. All rights reserved.

LegalWise South Africa (RF) (Pty) Ltd (Reg. No 1999/003661/07) is an Authorised Financial Services Provider (FSP 50292).  
The LegalWise Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA)  
(Reg. No 1984/010574/06) a Registered Insurer and Authorised Financial Services Provider (FSP 17008).



## TABLE OF CONTENTS

1. INTRODUCTION	1
2. APPLICATION	1
3. ACCESS RIGHTS	2
4. DISCLAIMER AND LIMITATION OF LIABILITY	3
5. INTERCEPTION OF COMMUNICATIONS	3
6. ENTIRE AGREEMENT AND SEVERABILITY	3
7. AGREEMENT IN TERMS OF THE ECT ACT	3
8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION	3
9. LEGAL COSTS	3
10. CONTACT	3
11. REVIEW SCHEDULE	3

## 1. INTRODUCTION

LegalWise South Africa (RF) (Pty) Limited (LegalWise) respects your privacy and your personal information. The LegalWise Website Usage and Privacy Policy (the policy) is set out as clearly as possible below.

The LegalWise Website complies with the data protection and privacy principles contained in the Electronic Communications and Transactions Act 25 of 2002 (ECT Act) and the Protection of Personal Information Act 4 of 2013 (POPI Act).

In terms of Section 11(3) of the ECT Act and the Common Law of contract, these terms and conditions are valid, binding and enforceable against all persons that access this Website, webpages or any part thereof.

## 2. APPLICATION

The terms and conditions below regulate the relationship between us and everyone who accesses and uses the Website. During your visit to the Website, you may be using it for different purposes which can lead to certain rights and responsibilities arising as set out below. We may also be collecting certain personal information from you, which will be handled in accordance to the below terms and conditions.

### 2.1 Consent

By submitting your details and/or using the Website you accept the terms and conditions of the policy and expressly consent to the collection, use and disclosure of your personal information in the manner described below. If you object to, or disagree with, any of the terms and conditions of use or with any of the potential uses described in this policy please leave the Website immediately.

### 2.2 Definitions and interpretation

The clause headings in this document have been inserted for convenience only and not for interpretation purposes.

- 2.2.1 References herein to the Website or content shall include any part thereof;
- 2.2.2 References herein to user(s) mean any person who accesses the Website, notwithstanding the fact that such a person only visited the home page of the Website;
- 2.2.3 References herein to the singular includes the plural and vice versa; and
- 2.2.4 Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of Section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in the validity and interpretation of these terms and conditions.

### 2.3 General

The legalwise.co.za Website has been developed under the auspices of LegalWise South Africa (RF) (Pty) Limited (www.legalwise.co.za) and its contents are the property of LegalWise.

### 2.4 Allowed usage

- 2.4.1 Users of the Website may view, download and print the content of the Website, subject to the provisions of the policy.
- 2.4.2 Users may only access and browse the Website for legitimate personal or commercial purposes and may not use the Website for harmful purposes and/or illegal purposes.
- 2.4.3 If any user uses content from the Website in breach of the policy:
  - 2.4.3.1 LegalWise reserves the right to claim damages from users;
  - 2.4.3.2 LegalWise reserves the right to institute criminal proceedings against users; and
  - 2.4.3.3 LegalWise shall not be liable, in any manner whatsoever, for any damage, loss or liability that results from the use of such content by users or any third party who obtained any content from users.
- 2.4.4 Hyperlinks to the Website from any other source shall be directed to the home page of the Website.
- 2.4.5 LegalWise shall not be liable, in any manner whatsoever, for any damage, loss or liability that results from the use of content, products or services available from the Website, if such content, products or services are accessed through a hyperlink not directed at the home page of the Website. Persons who wish to link to pages beyond the

home page of the Website without LegalWise prior written consent shall do so at their own risk and indemnify LegalWise against any loss, liability or damage that may result from the use of such hyperlinks.

- 2.4.6 E-mail addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to LegalWise and all rights detailed in Chapter 8 of the POPI Act are reserved.

## 2.5 Intellectual property rights

- 2.5.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to LegalWise and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to users in section 2.4 all other rights to intellectual property on the Website are expressly reserved.
- 2.5.2 No person shall amend, copy, use, decompile and/or reverse engineer the source code of the Website.
- 2.5.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or for other purposes without LegalWise's prior written consent.

## 2.6 Software and equipment

It is the responsibility of users to acquire and maintain, at his/her own expense, the necessary computer / mobile hardware / device, software, communication lines and internet access accounts required to access the internet and the Website and/or download content from the Website.

## 2.7 Disclosures required by Section 43 of the ECT Act

Access to and use of the Website may be classified as "electronic transactions" as defined under the ECT Act and, therefore, users have the rights detailed in Chapter 7 of the ECT Act and LegalWise has, amongst others, the duty to disclose the following information:

#### Full name and legal status:

LegalWise South Africa (RF) (Pty) Limited (LegalWise)

#### Registration Number:

1999/003661/07

#### Physical address:

Constantia Kloof Office Park, Block B, 231 Panorama Drive, Constantia Kloof, 1709

#### Postal address:

P.O. Box 6144, Weltevreden Park, 1715

#### Telephone number:

011 – 670 4500

#### Website address:

www.legalwise.co.za

#### Membership of Regulatory bodies:

The Financial Sector Conduct Authority (FSCA)

#### Code of conduct:

FAIS General Code of Conduct for Authorised Financial Service Providers and Representatives, 2003

#### Physical address for receipt of legal service:

As per physical address above

#### Directors:

Directors and their details are available at www.legalwise.co.za

## 2.8 Security and Confidentiality

- 2.8.1 We understand the value of your personal information and will take all reasonable steps to protect your personal information from loss, misuse or unauthorised alteration, access or disclosure. Your personal information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.
- 2.8.2 Our security systems meet industry standards and we are constantly monitoring internet developments to ensure our systems evolve as required. We also test our systems regularly to ensure that our security mechanisms are up to date.

- 2.8.3 We are subject to South African data protection laws, which includes the POPI Act, with which we comply.
- 2.8.4 However, LegalWise does not make any warranties or representations that content shall be entirely safe or secure. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, LegalWise shall promptly assess the risk to the users whose personal information is processed and inform the Information Regulator accordingly, as well as the users if their identity can be established by the breach.
- 2.8.5 Subject to the provisions of Sections 43(5) and 43(6) of the ECT Act, if applicable, LegalWise is under no legal duty to encrypt any content or communications from and to users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 2.8.6 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer / mobile network that support the Website.
- 2.8.7 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold LegalWise harmless against any and all liabilities, damages, risks and losses that LegalWise and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.
- 2.8.8 Users who commit any of the offences detailed in Sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by LegalWise and its partners / affiliates due to or related to these illegal actions.
- 2.9 Personal Information**
- 2.9.1 The processing (such as collecting, using, transferring and sharing) of personal information is governed by the POPI Act. Personal information refers to information that identifies or relates specifically to you and includes your name, contact details, nationality and identity number.
- 2.9.2 We will only process personal information obtained directly from you through the use of the Website and with your consent as set out in this policy, unless it is obtained and processed under the applicable exclusions as provided for in the POPI Act (for example, to comply with a legal obligation, a contract to which the user is a party, to protect the legitimate interests of the user or to pursue the legitimate interest of LegalWise).
- 2.9.3 We may require you to provide personal information of your children, where applicable, that may benefit under the products or services provided by LegalWise. Under POPIA, a competent person must consent to the processing of children's personal information. You confirm that you are the competent person in respect of your children and by submitting their personal information, you consent to the processing of same. Under POPIA, a competent person is "any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child".
- 2.10 Use of information collected**
- Personal information collected through the use of the Website may be collected for specified, explicit and legitimate purposes and only retained for as long as is necessary to achieve that purpose.
- 2.10.2 We may process your personal information for the purposes of:
- 2.10.2.1 providing you with products or services, and complying with your instructions;
- 2.10.2.2 to assist in improving LegalWise's services; and
- 2.10.2.3 providing you with information via mail, telephone or other means about LegalWise services.
- 2.10.3 You consent that LegalWise may share your personal information with third parties for purposes of management and administration of this Website (for example, the web developers).
- 2.10.4 Your personal information will be destroyed once it no longer serves the purpose for which it was collected. The further processing of personal information may be possible in certain instances, such as where required by law for record purposes, provided for in a contract, with consent of the user, or for historical, statistical or research purposes. Your personal information will be destroyed in such a manner that it cannot be reconstructed to its original form,

linking it to any user.

## **2.11 Data collection**

2.11.1 In addition to the personal information you submit, we may collect information about your computer including, where available, your IP address, operating system and browser type for system administration.

2.11.2 This is statistical data about browsing actions and patterns and does not identify any individual. We may also obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer.

2.11.3 Cookies enable us to improve our service to you, estimate our audience size and usage patterns, store information about your preferences and recognise you when you return to the Website.

2.11.4 Visit and read our Cookie Policy for more information.

## **2.12 Sharing your information and data for service provision**

2.12.1 We may share the personal information and data you submit or that we collect with third parties involved in the process of providing the products and services you may request.

2.12.2 All service providers are bound by contract to maintain the confidentiality and security of your personal information and are restricted in their use thereof as per this policy.

## **2.13 Alternative dispute resolution**

2.13.1 Subject to urgent and/or interim relief, all disputes regarding:

- i) access and use of the Website,
- ii) the inability to access the Website,
- iii) the Services and content available from the Website; or
- iv) these terms and conditions,

Can be referred to LegalWise for resolution at [customercare@legalwise.co.za](mailto:customercare@legalwise.co.za). If the dispute remains unresolved, it shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

2.13.2 The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

2.13.3 The cooling-off provisions detailed in Section 44 of the ECT Act may apply to the Services available on the Website.

## **2.14 Third party links**

2.14.1 The Website may contain links to third party Websites. If you follow a link to any of these Websites, please note that these Websites have their own terms and privacy policies and that we do not accept any responsibility or liability for them.

2.14.2 By using this Website you may receive follow-up contact and offers from third party companies as you have agreed to do by accepting this policy, we are not responsible for the services or representations of third parties.

2.14.3 Because we are not responsible for any representations or information or warranties or content on any Website of any third party, we do 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.

## **2.15 Changes to this Policy**

2.15.1 We reserve the right, in our sole and absolute discretion, to update, modify or amend (including without limitation, by the addition of new terms and conditions) this policy from time to time with or without notice or justification.

2.15.2 You therefore agree to review the policy whenever you visit the Website for any such change. Save as expressly provided to the contrary in this policy, the amended version of the policy shall supersede and replace all previous versions thereof.

## **3. ACCESS RIGHTS**

3.1 In terms of the POPI Act, the user has a right to request access to his/her personal information held by LegalWise and request to correct or delete the user's personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully. A user is also entitled to, subject to the provisions of the POPI Act, request LegalWise to destroy or delete

his/her personal information that LegalWise is no longer authorised to retain in terms of section 14 of the POPI Act.

3.2 To obtain a copy of the personal information LegalWise holds, you should write to the LEZA Group PAIA Information Officer as per the procedure and contact details set out in the LEZA Group PAIA and POPI Manual.

3.2 We will respond to you as per the LEZA Group PAIA and POPI Manual. If there are any inaccuracies in the information, we hold about you, please notify us of this in order that we may correct the information we hold about you.

#### 4. DISCLAIMER AND LIMITATION OF LIABILITY

4.1 Subject to the provisions of Sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, LegalWise (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

4.1.1 access to the Website;

4.1.2 access to and use of the Services;

4.1.3 access to web / mobile sites linked to the Website;

4.1.4 inability to access the Website or use the Services;

4.1.5 inability to access web / mobile sites linked to the Website;

4.1.6 content available on the Website;

4.1.7 services available from the Website; or

4.1.8 any other reason not directly related to LegalWise gross negligence.

4.2 The Website is supplied on an "as is" basis and has not been compiled to meet users' individual requirements. It is the responsibility of users to satisfy themselves, prior to entering into this Website usage and privacy policy agreement with LegalWise, that the content available from and through the Website meet the user's individual requirements and is compatible with the user's computer hardware and/or software.

4.3 LegalWise does not make any warranties or representations that content and services available from the Website shall in all cases be free from any errors.

4.5 LegalWise shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.

4.6 LegalWise does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of LegalWise, including, but not limited to, virus infection, unauthorised access (hacking), power failure or other "acts of God."

4.7 The Website and the services are provided "as is" and no warranties, implied or express, are given.

#### 5. INTERCEPTION OF COMMUNICATIONS

5.1 Subject to the provisions of the Regulation of Interception of Communications Act, 70 of 2002 (RICA), users agree to LegalWise's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) posted by users to the Website or LegalWise employees.

5.2 Users agree and acknowledges that the consent provided by the users in satisfies the "writing" requirement as detailed in the ECT Act and RICA.

#### 6. ENTIRE AGREEMENT AND SEVERABILITY

6.1 These terms and conditions constitute the entire agreement between LegalWise and the Website users and shall take precedence over any other disclaimers and/or legal notices.

6.2 Any failure by LegalWise to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

6.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

#### 7. AGREEMENT IN TERMS OF THE ECT ACT

Users and LegalWise agree that:

7.1 Users shall be bound to these terms and conditions and such agreement is concluded in South Africa at the time users enters the Website for the first time;

7.2 Data messages (as defined in the ECT Act) addressed by users to LegalWise shall only be deemed to have been received if and when responded to;

7.3 Data messages (as defined in the ECT Act) addressed to users by LegalWise shall be deemed to be received by users as detailed in section 23(b) of the ECT Act;

7.4 Data messages (as defined in the ECT Act) addressed by users to LegalWise shall be deemed to have been created and sent by users from within the geographical boundaries of South Africa; and

7.5 User agrees and warrants that data messages that are sent to LegalWise from a computer, IP address or mobile device normally used by or owned by users, were sent and/or authorised by users personally.

#### 8. APPLICABLE LAW, JURSDICTION AND DISPUTE RESOLUTION

The Website is hosted, controlled and operated from the Republic of South Africa and therefore this policy, the use of, or inability to use, the Website, its contents, services and these terms and conditions are governed by and interpreted in accordance with South Africa law enforced by South African courts.

#### 9. LEGAL COSTS

LegalWise shall not be liable for costs incurred by users to obtain professional advice relating to these terms and conditions.

#### 10. CONTACT

We welcome any questions, comments and requests regarding this privacy policy, you can reach our Compliance function on (011) 670-4000. Thank you for taking the time to read our website usage and privacy policy.

#### 11. REVIEW SCHEDULE

This policy shall be reviewed biennially by the Executive Committee.