

## **TERMS OF USE & DISCLAIMER ("TERMS")**

### **1. Definitions**

- 1.1 "HTN" means Thinus Nortje Incorporated t/a HTN Attorneys, an incorporated legal practice, (Registration No. 2008/008582/21), registered in the Republic of South Africa (which may also be referred to as "Us, Our, We") and which for purposes of any disclaimer and for indemnity includes its directors, shareholders, employees, subcontractors and/or agents and successors-in-title;
- 1.2 "ECT Act" means the Electronic Communications and Transactions Act 2002;
- 1.3 "Website" means [www.htnattorneys.co.za](http://www.htnattorneys.co.za);
- 1.4 "User/s" means any person accessing any part of this Website and may also be referred to as "You, Your or Yourself".

### **2. Acceptance of Terms**

- 2.1 By accessing and using the Website, You agree to be bound by these Terms. The Terms become effective when You access the Website for the first time and constitute a binding agreement between HTN and Yourself.
- 2.2 HTN may at any time withdraw, deny access to or modify any of the Terms, Website, web service, database, pricing, documentation without prior notice. Such modification will supercede and replace any previous versions. The amended Terms will be made available on the Website. Each time you access the Website, You agree to be bound by the Terms, as they have changed.
- 2.3 If You do not accept these Terms, please do not continue to use this Website.
- 2.4 Please note that the Terms stated in this document refer to the use by You of this Website and are not related to any commercial agreement concluded between You and HTN or any other third party pursuant to the use of this Website.

### **3. Content of the Website**

While HTN makes every effort to update the information provided on the Website on a regular basis, HTN makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and/or content on the Website.

### **4. Use of the website and indemnification**

- 4.1 By accessing the Website, You warrant and represent to HTN that You are legally entitled to do so. If You subscribe for any of Our services You warrant and represent that You are legally authorised to subscribe for such services. You further warrant You will not use the Website, the services or any information made available or sent to You by Us pursuant to Your use of the Website for any purpose that is unlawful or prohibited under South African or International law or is in contravention of the Terms. You hereby indemnify HTN against any loss, liability, damage or expense of whatever nature which HTN or any third party may suffer which is caused by or attributable to, whether directly or indirectly, a breach by You of any of the warranties in these Terms.
- 4.2 You may print pages for Your personal use but no part of this Website may be reproduced or transmitted for any other purpose.
- 4.3 This Website is intended to provide general information regarding HTN, Our services, and other information which may be of interest to You. It is not intended to provide

exhaustive treatment of any subject. The information on this Website including all research, ideas, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action based, on or in relation to such research, ideas, opinions or other content which might affect You, You should take appropriate advice from a suitably qualified person.

## 5. **Collection of anonymous data**

5.1 In order to provide the best possible service, this Website uses standard technology to collect information about the use of this Website. This technology is not able to identify individual Users but simply allows this Website to collect statistics. This Website utilizes temporary or session cookies that collect the first level domain name of the User. This means that if the e-mail address is user@email.com, the cookie will collect the "email.com" part of the address.

5.2 Cookies are small pieces of information sent to the User's browser and stored on the User's hard drive. Temporary or session cookies expire and are deleted when the browser is closed.

5.3 Cookies by themselves cannot be used to personally identify Users. If necessary Users can alter the manner in which their browser handles cookies.

## 6. **Third party links**

6.1 From time to time this Website may also include links to other websites. These links are provided in order to enhance the interest of other featured content and are not intended to signify that HTN endorses or otherwise has any responsibility for the content of the linked website.

6.2 No endorsement or approval of any third party or their advice, opinions, information, products or services is expressed or implied by any information on this Website.

6.3 External links may be provided for Your convenience, but they are beyond the control of HTN and no representation is made as to their content. Use or allowance on any external links provided is at Your own risk. When visiting external links You must refer to that external Terms of use. No hypertext links shall be created from any website controlled by You or otherwise to this Website without the express prior written permission of HTN.

## 7. **Linking this Website to other websites**

No third party or unauthorized User may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages.

## 8. **Crawlers and spiders**

No person, business or website may use any technology to search and/or gain information from HTN's Website without its prior written consent.

## 9. **Security**

9.1 While all reasonable measures are taken to ensure the security and integrity of information submitted to this Website, HTN cannot under any circumstances be held liable for any loss or other damage sustained by a User or Users as a result of the intentional or accidental release of information by an employee of HTN or any third party.

9.2 HTN is under no legal duty to encrypt any content or communications from and to this Website and is also under no obligation to provide digital authentication of any page on this Website. Users are expressly prohibited from delivering any damaging code such as computer viruses to this Website, whether negligently or otherwise.

9.3 Any User who commits an offence as outlined above and in terms of section 85 to 88 of the ECT Act will hold HTN harmless and indemnify them against any and all liability, damages and losses that HTN may suffer as a result thereof. Any User who commits such offence will also be criminally prosecuted.

## 10. **Copyright and Intellectual Property and Domain Name Use**

Copyright and all intellectual property rights and all materials, texts, drawings and data made available on the Website (collectively "the materials") are owned by HTN, alternatively HTN is the lawful User thereof, and are protected by both South African and International intellectual property laws. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will be an infringement of such copyright and other intellectual property rights; save that You may use the materials or any component thereof for Your own internal purposes and for purposes of considering and making use of the services offered by HTN. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this Website are the registered and unregistered trademarks of HTN. Nothing contained on this Website should be construed as granting any licence or right to use any trademark without the prior written permission of HTN.

## 11. **Disclosures required by Section 43 of the ECT Act**

11.1 Access to the services and content available from this Website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and HTN has the duty to disclose the following information:

11.1.1 The full name and legal status of the Website owner: Thinus Nortje Incorporated t/a HTN Attorneys;

11.1.2 Street address: 3rd Floor, CellC Building, 25 Wellington Road, Parktown, Johannesburg, Gauteng, South Africa.

11.1.3 Postal address: PO Box 55637, Northlands, 2116

11.1.4 Physical address for receipt of legal service: 3rd Floor, CellC Building, 25 Wellington Road, Parktown, Johannesburg, Gauteng, South Africa.

11.1.5 Main business: Legal Debt Recovery.

## 12. **Warranties, disclaimers and limitation of liability**

12.1 Save as set out in the Terms, HTN makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website and the service/s and the Website and service/s made available via the Website are provided "as is".

12.2 HTN does not make any warranty or representation that information and service/s advertised on the Website are appropriate for use in any jurisdiction.

12.3 To the fullest extent possible by law, HTN expressly disclaims all (express or implied) warranties, including, without limitation, warranties and not infringement, compatibility, security and accuracy in respect of this Website. We do not warrant

that the Website or any software available for download via the Website is free of viruses or destructive codes.

- 12.4 HTN shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by You or any third party, as a result of or which may be attributable, directly or indirectly, to Your access and use of the Website and/or any information contained on or received via the Website, Your use of the service/s and/or Your reliance on any information offered via the Website and service/s.
- 12.5 Without limiting the generality of the foregoing, neither HTN nor its directors shall be liable for any loss of business, loss of data and/or loss of profits, any failure and/or unavailability of the Website for any reason whatever and/or the failure/delay by any third party service provider to render any service/s which are necessary to ensure the availability of the Website. You hereby indemnify HTN or its directors against any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by You or any third party as a result of or which may be attributable directly or indirectly to the aforesaid.
- 12.6 Information transmitted via the internet is susceptible to monitoring and interception. You will bear all risks of transmitting information in this manner. We will not be liable for any loss, harm or damage suffered by You as a result of transmitting information to Us.
- 12.7 Any unsolicited confidential or proprietary information sent to Us via the internet cannot be guaranteed to remain confidential. If You need to send such information to Us and are concerned about the security of this information please contact Us and We will advise You of the most appropriate method of transmission.
- 12.8 This Website is made available for public viewing on the basis that HTN excludes, to the extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising out of the use of this Website or reliance upon the content of this Website.
- 12.9 Nothing on this Website is intended to be nor should be construed as an offer to enter into a contractual relationship with You or anyone else, except for these Terms which govern the relationship between Us in relation to Your use of the Website. The advertising of Our services via the Website merely constitutes an invitation by HTN for You to contract with it. HTN reserves the right not to accept and/or comply with any application for any reason whatsoever on notice to You. Should HTN enter into an agreement with You for the provision of services or otherwise, that agreement will be governed by the terms and conditions thereof and not by these Terms which specifically relate to the use of the Website.

### **13. Interception of Communications**

- 13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act, 70 of 2002, the User agrees that HTN have the right to intercept, block, filter, delete, read, use and disclose all communications send or posted by the User to this Website.
- 13.2 Subject to the provisions of the ECT Act, the User agrees and acknowledges that the consent provided by the User above satisfies the "writing" requirement.

### **14. Agreement in terms of Section 21 of the ECT Act**

The User and HTN agree that:

- 14.1 the User shall be bound to these Terms and such agreement is concluded in Johannesburg, Gauteng, South Africa at the time the User accesses the Website for the first time;

- 14.2 data messages (as defined in the ECT Act) addressed by the User to HTN shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 14.3 data messages addressed by the User to HTN shall only be deemed to have been received by HTN if HTN responds thereto.
- 14.4 electronic signatures, encryption and/or authentication are not required for valid electronic communications between the User and HTN.
- 14.5 the User agrees and warrants that data messages that are sent to HTN from a computer, IP address or mobile device normally used by or owned by the User, was sent and / or authorized by the User personally.

15. **Applicable and Governing Law**

- 15.1 This Website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use this Website, its content, services and these Terms.
- 15.2 Your use of this Website and any dispute arising out of the Website is subject to the laws of South Africa. Any dispute arising out of the use or publication of this Website is subject to the exclusive jurisdiction of the courts of South Africa.
- 15.3 HTN will institute legal action to enforce any right or address a breach of these Terms and the costs incurred to do so will be borne by the User or individual against whom a court order or relief is sought on the attorney and client scale.
- 15.4 A certificate signed by the administrator of this Website will serve as prima facie proof of the date and time on which any transaction was concluded on this Website.
- 15.5 You are prohibited from making use of the services offered on Our Website if you are not 18 years or older.

16. **Alternative Dispute Resolution**

All disputes that may arise through the use or accessing of this Website by any User shall be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa and the arbitration will be held in Sandton, Gauteng.