

## TERMS OF USE

**These terms of use apply to the use of the InkLegal website. Please read these terms of use carefully. By using the InkLegal website, you indicate your understanding and acceptance of these terms of use. If you do not agree to these terms of use, you must not use the InkLegal website.**

### ACCEPTANCE

- 1.1 **Ink Legal Proprietary Limited (Registration Number: 2021/385445/07)**, a limited liability company with its office at **95 Southdowns Ave, Centurion, Gauteng, Republic of South Africa ("InkLegal")** and provides online legal, company secretariat and other legal related services (individually and collectively, the "**Services**") accessible on the website, herein after referred to in these Terms as the "**Website**".  
The Website and the Services are provided to you subject to these Terms of Use (these "**Terms**").
- 1.2 By accessing or using the Website or using the Services, you agree that you have read, understood and agree to be bound by these Terms. For the Terms and wherever the context so requires, the terms "**you**", "**your**" and "**user**" shall mean any person who uses the Website or the Services in any manner whatsoever, including persons browsing the Website and its content, posting comments or any content, or responding to any advertisements or content on the Website.
- 1.3 Additionally, when using the Services, you agree to comply with all applicable posted guidelines and policies for such Services. There may also be specific terms and conditions that apply to the use of parts of the Services, and you will also be required to comply with such specific terms and conditions when using that part of the Services. Such terms and conditions will be displayed on the part of the Website where such parts of the Services are accessible.
- 1.4 If you are not eligible, or do not agree to these Terms, then please do not use the Services.
- 1.5 **You are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto, you must immediately discontinue the use of the Website and the Services.**

### LICENSE TO USE

- 1.6 The Website is licensed and not sold to you and you may use the Services only as set forth in these Terms.
- 1.7 Except as expressly permitted in these Terms, you may not reproduce, distribute, modify, publicly display, or publicly perform the Website or any part of the Services.
- 1.8 Except if, and solely to the extent that, such a restriction is impermissible under applicable law, you may not decompile, reverse engineer, or otherwise access or attempt to access the source code for the Website, or make or attempt to make any modification to the Website or interfere with or circumvent any feature of the Website, including without limitation any security or access control mechanism.
- 1.9 You may not use the Website or the Services for any purpose other than a purpose for which the Website and the Services are expressly designed.
- 1.10 The term Website, as used herein, includes any update or modification to the Website made available to you by InkLegal (unless provided with separate terms). If you are prohibited under applicable law from using the Website or the Services, you may not use them.

### ELIGIBILITY

- 1.11 You must be at least 18 (eighteen) years of age to use the Services. By agreeing to these Terms, you represent and warrant to us:
  - 1.11.1 that you are at least 18 (eighteen) years of age;
  - 1.11.2 where you are **NOT** at least 18 (eighteen) years of age that you are an emancipated minor, or possess legal parental or guardian consent to accept and agree to these Terms;
  - 1.11.3 that you have not previously been suspended or removed from the Services; and
  - 1.11.4 that your registration and your use of the Services are in compliance with any and all applicable laws and regulations. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.

### USER REGISTRATION AND USE OF THE SERVICES

- 1.12 To load, access and make use of the Services, you do not need to register as a "**user**" and no monthly subscription fees are charged by InkLegal.

## **PAYMENT**

- 1.13 Monthly subscription fees are not payable to access or to make use of the Services. You will only be required to pay for the online products you decide to purchase at such prices as may from time to time be displayed on the Website.

## **CONDUCT**

- 1.14 You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any photos, information on the Website, or otherwise make available content:
- 1.14.1 that violates any law or regulation;
  - 1.14.2 that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant InkLegal all of the license rights granted in these Terms;
  - 1.14.3 that infringes any of the intellectual property rights of any party, or is content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
  - 1.14.4 that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
  - 1.14.5 that harasses, degrades, intimidates or is hateful towards any individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
  - 1.14.6 that includes personal or identifying information about another person or entity without that person's explicit consent;
  - 1.14.7 that impersonates any person or entity, including, but not limited to, a InkLegal employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
  - 1.14.8 deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 1.14.9 that is false, deceptive, misleading, deceitful or constitutes a "bait and switch" offer;
  - 1.14.10 that constitutes or contains "pyramid schemes", "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature;
  - 1.14.11 that constitutes or contains any form of advertising or solicitation if:
    - 1.14.11.1 posted in areas or categories of the Website which are not designated for such purposes; or
    - 1.14.11.2 e-mailed to InkLegal users who have requested not to be contacted about other services, products or commercial interests;
  - 1.14.12 that includes links to commercial services or Third-Party Websites, except as specifically allowed by InkLegal;
  - 1.14.13 that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation, sales of items that are prohibited or regulated by applicable law;
  - 1.14.14 that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
  - 1.14.15 that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack or distributed denial of service attack) to the Website, or that otherwise negatively affects other users' ability to use the Website; or
  - 1.14.16 that employs misleading email addresses, or forged headers or otherwise manipulated identifiers to disguise the origin of content transmitted through the Website. Additionally, you agree not to:
  - 1.14.17 contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a Third-Party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
  - 1.14.18 make any libelous or defamatory comments or postings to or against anyone;
  - 1.14.19 collect personal information about other users or entities for commercial or unlawful purposes;
  - 1.14.20 use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Website, except for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;

- 1.14.21 attempt to gain unauthorized access to computer systems owned or controlled by InkLegal or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Website;
- 1.14.22 use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of InkLegal's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation; or
- 1.14.23 use any automated device or software that enables the automatic submission or alteration of postings on InkLegal's without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device regarding bulk postings, or for automatic submission of postings at certain times or intervals.
- 1.15 Any content uploaded by you shall be subject to relevant laws and may be disabled and may be subject to investigation under applicable laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these Terms, or the terms of InkLegal's privacy policy incorporated in these Terms in clause 1.47 and accessible at [www.inklegal.co.za](http://www.inklegal.co.za) ("**Privacy Policy**"), we may terminate your account/block your access to the Website and we reserve the right to remove any noncompliant content uploaded by you.

#### **INTELLECTUAL PROPERTY RIGHTS**

- 1.16 The Website and the materials on the Website including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Materials**") and the trademarks, service marks and logos contained therein, are owned by or licensed to InkLegal, and are subject to copyright and other intellectual property rights under South African and foreign laws and international conventions.
- 1.17 Regarding the Services, the Website may display certain Materials that are protected by intellectual property rights and proprietary rights belonging to third parties. Use of these Materials may be subject to a license granted by third parties to InkLegal. You shall, in no event, reverse engineer, decompile, or disassemble such Materials and nothing herein shall be construed to grant you any right in relation to such Materials. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.
- 1.18 InkLegal reserves all rights not expressly granted in these Terms to the Website and the Materials.
- 1.19 You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Website for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein.
- 1.20 Content displayed on or through the Website is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.

#### **USER SUBMISSIONS**

- 1.21 When using the Website, you will be exposed to content from a variety of sources, and that, as far as the law allows, InkLegal is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content, and you agree and assume all liability for your use. You further may be exposed to content that is inaccurate, offensive, indecent, objectionable, defamatory or libelous and, as far as the law allows, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against InkLegal with respect thereto.

#### **INDEMNITY**

- 1.22 As far as the law allows, you agree to defend, indemnify and hold harmless InkLegal, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

- 1.22.1 your violation of any provision of these Terms;
- 1.22.2 your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or
- 1.22.3 any claim that your content caused damage to a third party.
- 1.23 As far as the law allows, this defense and indemnification obligation will, subject to any provisions contained in the Prescription Act, 68 of 1969, survive termination, modification or expiration of these Terms and your use of the Services and the Website.

#### **NO SPAM POLICY**

- 1.24 You understand and agree that sending unsolicited email advertisements or other unsolicited communications to InkLegal email addresses or through InkLegal computer systems is expressly prohibited by these Terms.
- 1.25 You agree that from time-to-time InkLegal may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the InkLegal e-mail system.
- 1.26 Any communication between yourself and any other user utilising the communication features available on the Services and the Website may be used only in accordance with the Terms.
- 1.27 Any unauthorized use of InkLegal computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil claims and criminal penalties.

#### **LIMITATION AND TERMINATION OF SERVICE AND AMENDMENTS TO THESE TERMS**

- 1.28 InkLegal may establish limits from time to time concerning use of the Services, including among others, the maximum number of days that content will be maintained or retained by the Website, the maximum number and size of postings, e-mail messages, or other content that may be transmitted or stored by the Website, and the frequency with which you may access the Website.
- 1.29 InkLegal, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Website (or any part thereof), to modify or discontinue the Website (or any part thereof), and to remove and discard any content within the Website. As far as the law allows, InkLegal has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Website and shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services or for any termination of your access to the Website.
- 1.30 InkLegal may also from time to time amend these Terms. All changes to the Website or to these Terms will take effect from the time that InkLegal places them on the Website. You are responsible for reviewing and checking these Terms whenever you wish to use the Services or the content.
- 1.31 Any changes to these Terms shall be notified by sending you an email, or through a pop-up notice when you access the Services or the Website.

#### **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

- 1.32 As far as the law allows, you agree that use of the Website and the Services are entirely at your own risk and that the Website and the Services are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a purpose, and non-infringement of proprietary rights are expressly disclaimed fully permitted by law.
- 1.33 As far as the law allows, InkLegal, its affiliates, its officers, directors, employees, and agents disclaim all warranties, express or implied, regarding the Website and the Services and your use thereof. InkLegal makes no warranties or representations about the accuracy or completeness of the Website's content or the content of any Third-Party Websites linked to the Website and assumes no liability or responsibility for any:
  - 1.33.1 errors, mistakes, or inaccuracies of content;
  - 1.33.2 personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website or the Services;
  - 1.33.3 any unauthorized access to or use of our servers and/or all personal information and/or financial information stored therein;
  - 1.33.4 any interruption or cessation of transmission to or from the Website;
  - 1.33.5 any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or
  - 1.33.6 any errors or omissions in any content or for any loss or damage of any kind incurred because of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Website or the Services.
- 1.34 As far as the law allows, InkLegal does not warrant, endorse, guarantee, or assume responsibility

for any Services advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and InkLegal will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of the Services. As with the purchase of the Services through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

- 1.35 As far as the law allows, in no event shall InkLegal, its affiliates, its officers, directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if InkLegal has been advised of the possibility of such damages), resulting from any aspect of your use of the Website or the Services, including, without limitation:
  - 1.35.1 whether the damages arise from use or misuse of the Website or the Services;
  - 1.35.2 from inability to use the Website or the Services;
  - 1.35.3 the interruption, suspension, modification, alteration, or termination of the Website or the Services;
  - 1.35.4 errors, mistakes, or inaccuracies of the content;
  - 1.35.5 personal injury or property damage resulting from your access to and use of the Website and the Services;
  - 1.35.6 any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein;
  - 1.35.7 any interruption or cessation of transmission to or from the Website;
  - 1.35.8 any bugs, malware, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party;
  - 1.35.9 any errors or omissions in any content; or
  - 1.35.10 any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Website or the Services.
- 1.36 In the event that InkLegal its employees and/or agents is found to be liable for damages in terms of these Terms, the extent of InkLegal's liability shall not exceed to the extent permissible in law an amount of R5 000.00 (five thousand rand) per claim.
- 1.37 Such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or the Services or any links on the Website, as well as by reason of any information, opinions or advice received through or advertised in connection with the Website or the Services or any links on the InkLegal site. These limitations shall apply to the fullest extent permitted by law.
- 1.38 As far as the law allows, you agree that InkLegal shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you.

#### **VIOLATION OF TERMS**

- 1.39 Any failure to act by InkLegal with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.
- 1.40 You agree to pay InkLegal's actual damages suffered by InkLegal because of your breach of these Terms.
- 1.41 Notwithstanding any other provision of these Terms, InkLegal retains the right to seek equitable remedies, including without limitation, specific performance of any term contained in these Terms, an interim or permanent interdict against the breach or threatened breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.
- 1.42 To the extent that any provision of these Terms is, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962:
  - 1.42.1 these Terms shall not be construed or interpreted in such a way as entitling InkLegal to recover both damages and the penalty;
  - 1.42.2 InkLegal shall be entitled to recover damages in lieu of the relevant penalty;
  - 1.42.3 InkLegal shall not be obliged to accept defective or delayed performance by you; and
  - 1.42.4 you agree, having taken account of the prejudice that will be suffered by InkLegal, that the penalty stipulation is equitable in the circumstances.

#### **ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

- 1.43 If these Terms and/or the Website and/or the Service are regulated by the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA"), it is not intended that any provision of these Terms contravenes any provision of the ECTA.
- 1.44 Therefore, all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the ECTA are complied with.
- 1.45 Nothing in these Terms:

- 1.45.1 limits or exempts InkLegal or any other person from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to the gross negligence or willful default of InkLegal or any other person, or any person acting for or controlled by InkLegal or any other person) to the extent that the law does not allow this; or
- 1.45.2 requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to in clause 1.45.1 above to the extent the law does not allow this; or
- 1.45.3 excludes any warranties implied into these Terms by law, to the extent that the law does not allow them to be excluded.

#### **PRIVACY POLICY**

- 1.46 We respect your privacy and have developed a detailed Privacy Policy.
- 1.47 InkLegal's privacy policy ("**Privacy Policy**") is part of these Terms. By agreeing to these Terms you are also agreeing to the InkLegal Privacy Policy. If you do not comply with any of the Privacy Policy, that will be a breach of the Terms.
- 1.48 This Privacy Policy describes our practices with respect to personal information collected via the Website.
- 1.49 By accessing the Website or using the Services, you agree that you have read, understood and agree to be bound by this Privacy Policy and you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share your information in the ways set out in this Privacy Policy.

#### **ASSIGNMENT**

- 1.50 These Terms, and any rights, licenses and obligations granted under these Terms, may not be ceded, delegated, transferred or assigned by you. You agree that InkLegal may, at any time and without restrictions, transfer, cede, delegate or assign any or all of its rights and obligations under these Terms. Any cession, delegation, assignment or transfer by you shall be null and void.

#### **GENERAL INFORMATION**

- 1.51 These Terms and the other policies posted by InkLegal on the Website constitute the complete and exclusive understanding and agreement between you and InkLegal and govern your use of the Services and the Website superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.
- 1.52 These Terms and the relationship between you and InkLegal shall be governed by the laws of the Republic of South Africa without regard to its conflict of law principles. Any claim you may have against InkLegal must be submitted to the exclusive jurisdiction of the courts located within the Republic of South Africa.
- 1.53 The failure of InkLegal to exercise or enforce any right, remedy or provision in or arising from these Terms shall not constitute a waiver of such right, remedy or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.
- 1.54 If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. These Terms shall inure to the benefit of and be binding upon each party's successors.