

PETER A. PAPADOPULO LEGAL SERVICES TERMS AND CONDITIONS

1. Background

These Ts & Cs, together with any and all other documents referred to herein, set out the terms of use under which a User may use this website, www.papadopulo.com ("Our Site"). Please read these Ts & Cs carefully and understand them. A User's agreement to comply with and be bound by these Ts & Cs is deemed to occur upon a User's first use of Our Site. If the User does not agree to comply with and be bound by these Ts & Cs, he or she must stop using Our Site immediately.

2. Definitions and Interpretation

- 2.1. In these Ts & Cs, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"Parties"	means both the User and Us;
"Services"	means the services offered on Our Site to any User making use thereof;
"Ts & Cs"	means the terms and conditions governing the use of Our Site and contained in this document;
"We/Us/Our"	Peter A. Papadopulo Legal Services (incorporating Peter A. Papadopulo Consulting) email: perter@papadopulo.com .
"User"	means any person accessing Our Site and/or utilising the services offered by Us.

- 2.2. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.

- 2.3. The headings to the paragraphs to the Ts & Cs are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

- 2.4. Should a User have any complaints or queries, kindly address an e-mail to peter@papadopulo.com

- 2.5. In the event of the User of Our Site breaching these Ts & Cs, the User shall be liable for all legal costs (on the scale as between attorney and client including collection commission) which may be incurred by Us in relation to any claim by Us.

- 2.6. Each sentence, paragraph, term, clause and provision of these Ts & Cs or any portion thereof, will be considered severable and if, for any reason, any such

sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in the Republic of South Africa.

3. **Information About Us**

Our Site, Peter A Papadopulo Legal Services (incorporating Peter A. Papadopulo Consulting) is owned and operated by Peter A. Papadopulo. We are not a legal practice and therefore do not offer any litigation services and advice in respect thereto. We, as a firm, are not regulated in respect of the services we offer by the Legal Practice Council, nor are we subject to the Legal Practice Act No. 28 of 2014.

4. **Access to Our Site**

- 4.1. Access to Our Site is free of charge. However, there may be a charge for the Services.
- 4.2. It is a User's responsibility to make any and all arrangements necessary in order to access Our Site.
- 4.3. Access to Our Site is provided "**as is**" and on an "**as available**" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to a User in any way if Our Site (or any part of it) is unavailable at any time and for any period.

5. **Intellectual Property Rights**

- 5.1. All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable South African and international intellectual property laws and treaties.
- 5.2. Subject to clause 6 a User may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

6. A User may:

- 6.1. access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- 6.2. download Our Site (or any part of it) for caching;
- 6.3. print any page from Our Site;
- 6.4. download extracts from pages on Our Site; and
- 6.5. save pages from Our Site for later and/or offline viewing.

7. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

8. A User may not use any Content saved or downloaded from Our Site for commercial purposes without first obtained our written permission which permission will only be

given in Our sole and absolute discretion and where given will be subject to such terms as We deem appropriate. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

9. Links to Our Site

9.1. A User may link to Our Site provided that:

9.1.1. he or she does so in a fair and legal manner;

9.1.2. he or she may not, suggest that any form of association, endorsement or approval on Our part where none exists;

9.1.3. he or she does not use any logos or trade marks displayed on Our Site without Our express written permission; and

9.1.4. he or she does not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

9.2. You may link to any page on our website.

9.3. Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at peter@papadopulo.com for further information.

10. A User may not link to Our Site from any other site the main content of which contains material that:

10.1. is sexually explicit;

10.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;

10.3. promotes violence;

10.4. promotes or assists in any form of unlawful activity;

10.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

10.6. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

10.7. is calculated or is otherwise likely to deceive another person;

10.8. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;

10.9. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;

- 10.10. implies any form of affiliation with Us where none exists;
- 10.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
- 10.12. is made in breach of any legal duty owed to a third-party including, but not limited to, contractual duties and duties of confidence.
- 10.13. The content restrictions above do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of these Ts & Cs. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

11. Links to Other Sites

Links to other sites may be included by Us on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

12. Disclaimers

- 12.1. Unless otherwise stated in writing:
 - 12.1.1. nothing on Our Site constitutes advice on which a User should rely. It is provided for general information purposes only.
 - 12.1.2. We make no representation, warranty, or guarantee that Our Site will meet a User's requirements, that it will not infringe the rights of third-parties, that it will be compatible with all software and hardware, or that it will be secure
- 12.2. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

13. Our Liability

- 13.1. To the fullest extent permissible by law:
 - 13.1.1. We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site or the information given by Us.

- 13.1.2. We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 13.2. Our Site is intended for non-commercial use only. If the User is a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 13.3. We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect a User's hardware, software, data or other material that occurs as a result of a User's use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site
- 13.4. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

14. Viruses, Malware and Security

- 14.1. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 14.2. A User is responsible for protecting a User's hardware, software, data and other material from viruses, malware, and other internet security risks.
- 14.3. A User must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 14.4. A User must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 14.5. A User must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6. By breaching the provisions of sub-clauses 14.3 to 14.5 a User may be committing a criminal offence under South African law. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing a User's identity to them. A User's right to use Our Site will cease immediately in the event of such a breach.

15. Acceptable Usage Policy

- 15.1. A User may only use Our Site in a manner that is lawful. Specifically:
 - 15.1.1. must ensure that he or she complies fully with any and all local, national or

international laws and/or regulations;

- 15.1.2. must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 15.1.3. must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 15.1.4. must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 15.2. We reserve the right to suspend or terminate a User's access to Our Site if a User breaches the provisions of this clause 15 or any of the other provisions of these Ts & Cs. Specifically, We may take one or more of the following actions:
 - 15.2.1. suspend, whether temporarily or permanently, a User's right to access Our Site;
 - 15.2.2. issue a written warning;
 - 15.2.3. take legal proceedings against a User for reimbursement of any and all relevant costs on an indemnity basis resulting from a User's breach;
 - 15.2.4. take further legal action against a User as appropriate;
 - 15.2.5. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 15.2.6. any other actions which We deem reasonably appropriate (and lawful).
- 15.3. We will not be liable for any actions (including, but not limited to those set out above) that We may take in response to breaches of these Ts & Cs.

16. **Privacy and Cookies**

Use of Our Site is also governed by Our Cookie and Privacy Policies, incorporated into these Ts & Cs by this reference.

17. **Changes to these Ts & Cs**

- 17.1. Unless we have concluded a subsequent agreement with a User, We may alter these Ts & Cs at any time. Any such changes will become binding on a User upon a User's first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 17.2. In the event of any conflict between the current version of these Ts & Cs and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

- 17.3. These Ts & Cs are, however, subject to the provisions of the Consumer Protection Act No 68 of 2008.

18. **Contacting Us**

To contact Us, please email Us at peter@papadopulo.com or using any of the methods provided on Our Site.

19. **Communications from Us**

- 19.1. If We have a User's contact details, We may from time to time send a User important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Ts & Cs.
- 19.2. A User consents to our sending him or her marketing and informational emails from time to time. Any and all marketing emails sent by Us include an unsubscribe link. If a User wished to opt out of receiving emails from Us at any time, it may take up to 5 business days for Us to comply with a User's request. During that time, a User may continue to receive emails from Us.

20. **Data Protection**

- 20.1. We respect a User's privacy and a User's personal information, and will take reasonable measures to protect it, as more fully detailed below.
- 20.2. Should a User decide to submit any personal information to Us we will collect, collate, process, and use the following types of information about a User when the User uses Our Site ("personal information"):
- 20.3. **Information provided by the User:** We collect personal information (that is information about the User that is personally identifiable e.g the User's name, address, age, geo-location, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, product and service preferences and contact preferences that are not otherwise publicly available); and
- 20.4. **Information that is collected automatically:** We receive and store information which is transmitted automatically from a user's device when the User browses the internet or uses the Website. This information includes information from cookies (which are described below), the User's Internet Protocol ("IP") address, browser type, web beacons, geo-location, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that a User's browser sends to Our Site (or Our service providers' servers) such as a User's browser type and language, access times, and the address from which a User arrived at Our Site.
- 20.5. Should a User's personal information change, please inform us and provide us with updates to a User's personal information as soon as reasonably possible to enable us to update it. We are however, under no obligation to ensure that a User's personal information or other information supplied by a User is correct.

- 20.6. A User may choose to provide additional personal information to Us, in which event the User agrees to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent his or her affiliation with anyone or anything.
- 20.7. Any processing of a User's personal information will be reserved for legitimate business purposes and as a necessary function of a User's engagement with the Website and/or the Services, and the User consents to this, but We will not, without the User's express consent:
- 20.7.1. use personal information for any purpose other than as set out below:
 - 20.7.2. to contact the User regarding current or new information or Services or any other service offered by Us or any of our divisions and/or partners;
 - 20.7.3. to inform the User of new features, special offers offered by Us or any of our divisions and/or partners; and
 - 20.7.4. to improve our Services selection a User's experience on Our Site by, for example, monitoring a User's browsing habits; or
 - 20.7.5. disclose a User's personal information to any third-party other than as set out below:
 - 20.7.5.1. to Our employees and/or third-parties who assist Us to interact with a User via Our Site, email or any other method, for the ordering of their services, and thereby needing to know personal information in order to assist Us to communicate with a User;
 - 20.7.5.2. to Our partners (including their employees and/or third-party service providers) in order for them to interact directly with a User via email or any other method for purposes of sending marketing material regarding any current or new product or Services, new features or special offers offered by them;
 - 20.7.5.3. to law enforcement, government officials, fraud detection agencies or other third-parties where We believe in good faith that the disclosure of personal information is necessary to prevent the commission of a crime, physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Ts & Cs; and
 - 20.7.5.4. to Our service providers who supply goods and services to Us for the use in our business operations. However, our contracts dictate that these service providers may only use a User's information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.
- 20.8. We will be entitled to disclose relevant personal information for criminal

investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

- 20.9. We will ensure that all of Our employees, associated third-parties, divisions and partners (including their employees and third-party service providers) having access to a User's personal information are bound by appropriate and legally binding confidentiality obligations and process a User's personal information at standards equal to or higher than Ours in relation to a User's personal information.
- 20.10. We will:
 - 20.10.1. treat a User's personal information as strictly confidential, save where We are entitled to share it as set out in these Ts & Cs;
 - 20.10.2. take reasonable technical and organisational measures to ensure that a User's personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 20.10.3. provide a User with reasonable access to a User's personal information to view and/or update personal details;
 - 20.10.4. notify a User if we become aware of any unauthorised use, disclosure or processing of a User's personal information;
 - 20.10.5. upon a User's request, promptly correct, return or destroy any and all of personal information in our possession or control, save for that which we are legally obliged or entitled to retain as provided for in these Ts & Cs.
- 20.11. We will not retain a User's personal information longer than the period for which it was originally needed, unless we are required by law to do so, or a User consents to our retaining such information for a longer period.
- 20.12. We undertake never to sell or make a User's personal information available to any third-party other than as provided for in these Ts & Cs.
- 20.13. Whilst we will do all things reasonably necessary to protect a User's rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of a User's personal information, whilst in our possession, made by third-parties who are not subject to our control.
- 20.14. If a User discloses personal information to an associated third-party, such as an entity which operates a website linked to Our Site or anyone other than Us, We shall not be liable for any loss or damage, howsoever arising, suffered by a User as a result of the disclosure of such information to the third-party. This is because we do not regulate or control how that third-party uses a User's personal information. A User should always ensure that he or she reads the privacy policy of any third-party.

- 20.15. Our Site may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the User’s on-going access to and use website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third-party tools. The type of information collected by cookies is not used to personally identify a User. If a User does not want information collected through the use of cookies, there is a simple procedure in most browsers that will allow a User to deny or accept the cookie features. Please note that cookies may be necessary to provide a User with certain features available on Our Site. If a User disables these cookies on a User’s browser the User may not be able to use those features, and a User’s access to Our Site will be limited. If a User does not disable “cookies”, the User is deemed to consent to Our use of any personal information collected using those cookies, subject to the provisions of these Ts & Cs
- 20.16. A User is entitled to request access to any of his or her relevant personal data held by Us and, where such access is necessary, for the User to exercise and/or protect any of a User’s rights. For any personal data held by any third-party, the User must approach that party and not Us.

21. General Indemnities

In addition to any other indemnity provisions in these Ts & Cs, the User indemnifies and holds Us, Our employees and partners harmless, from any demand, claim, action, application or other legal proceedings, including for all attorneys’ fees and related claims by any third-party and arising out of or in connection with the User’s use of Our Site and/or the Services offered by Us.

22. Alternate Dispute Resolution Process

22.1. Informal without prejudice negotiations

In the event of a dispute, the Parties agree that they shall immediately meet on an informal and without prejudice basis, with a view to exploring a possible resolution of the dispute.

22.2. Non-binding mediation

- 22.2.1. In the event that the Parties are not able to resolve the dispute then and in such event the Parties shall mediate the dispute.
- 22.2.2. In this regard the Parties shall, by agreement, nominate a mediator who shall not have any right or entitlement to issue an award and/or decision which is binding on the Parties.
- 22.2.3. In the event that the Parties cannot reach agreement on the identity of the mediator, then and in such event the chairman of the Legal Practice Council, Gauteng must nominate the mediator.

22.3. Arbitration

22.4. Should the dispute not be resolved within 20 business days of the mediation commencing, the Parties agree that the dispute shall be resolved by way of arbitration at Pretoria.

22.5. In this regard the dispute shall be governed by the Rules of the Arbitration Foundation of Southern Africa and shall be fast tracked.

23. Law and Jurisdiction

These Ts & Cs, and the relationship between the User and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of the Republic of South Africa.

24. Notices and Service

24.1. Each of the Parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

24.1.1. in Our case at peter@papadopulo.com;

24.1.2. in the case of the User, at the e-mail and addresses provided by the user to Us and/or Our Site for this purpose.

24.2. Each of the Parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box; provided that the change will become effective only 10 business days after service of the notice in question.

24.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

25. General

25.1. These Ts & Cs:

25.1.1. contain the entire agreement between the Parties in relation to the subject matter hereof. No alteration, cancellation, variation of, or addition to these Ts & Cs, or this clause, will be of any force or effect unless reduced to writing and signed by all the Parties.

25.1.2. may be superseded by Us giving notice to a User by way of a data message (email communication) as defined in the Electronic Communications and Transactions Act No 25 of 2002.

25.2. No indulgence, leniency or extension of time granted by Us will constitute a waiver of any of Our rights and We will not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the User which may have arisen in the past or which might arise in the future.

Firm details: Peter A. Papadopulo Legal Services (incorporating Peter A. Papadopulo Consulting)

Principal: Peter A Papadopulo

Contact email: peter@papadopulo.com