



CAROL COETZEE AND ASSOCIATES WEBSITE TERMS AND CONDITIONS OF USE AND COOKIE POLICY

1. RIGHTS RESERVED.....	2
2. ACCEPTANCE OF TERMS AND CONDITIONS.....	2
3. ALTERATION TO THE CONDITIONS OF USE.....	2
4. INTELLECTUAL PROPERTY AND USE OF WEBSITE.....	2-3
5. AVAILABILITY OF WEBSITE.....	3
6. UNAVAILABILITY OF THE WEBSITE.....	3
7. COLLECTION OF PERSONAL INFORMATION.....	3
8. DATA PROTECTION AND USE OF USER INFORMATION.....	3-4
9. SUBMISSION OF INFORMATION BY USER.....	4
10. NO WARRANTY.....	4
11. INDEMNITY AND LIABILITIES.....	4-5
12. HYPERLINKS TO THIRD PARTY SITES.....	5
13. SEVERABILITY.....	5
14. BREACH OF TERMS AND CONDITIONS.....	5
15. RELAXATION / NON-WAIVER.....	6
16. JURISDICTION.....	6
17. COOKIES USED ON THIS WEBSITE.....	6
18. DISCLOSURES REQUIRED IN TERMS OF SECTION 4 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT NO. 25 OF 2002 (ECTA).....	6-7



1. RIGHTS RESERVED

- 1.1. The terms and conditions herein contained (“terms”) govern the use of the website of Carol Coetzee and Associates located at domain name www.carolcoetzee.com by user/s.
- 1.2. All rights of any kind in respect of this website and the content it hosts which are not expressly granted in these terms are exclusively reserved to and by Carol Coetzee and Associates.
- 1.3. Carol Coetzee and Associates reserves the right to revoke all rights in these terms without notice, at any time and for any reason.
- 1.4. Carol Coetzee and Associates reserves the right to prohibit the user from accessing and using the website and reproducing, downloading and using the content, upon breach of any of the terms set out herein, and to make any claims or institute legal action or take any steps that Carol Coetzee and Associates deems appropriate to address such breach.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1. Upon accessing and utilising the website, the user agrees to be bound by the terms herein set out. Should the user not wish to be bound by the terms herein contained, the said user shall not be entitled to access, display, download, and/or otherwise use content obtained from our website. The user shall then be required to immediately terminate use of the website. Any delay in terminating use of this webpage shall be construed as the users full and unconditional understanding and acceptance of these terms and conditions.

3. ALTERATION TO CONDITIONS OF USE

Carol Coetzee and Associates reserves the right to amend, alter, remove or add to these terms and conditions without notice to users. All amended terms become effective upon posting on the website, and any use of this website after such revisions have been posted signifies the user’s consent to such changes.

4. INTELLECTUAL PROPERTY AND USE OF WEBSITE

- 4.1. The website displays content which is comprised of:
 - 4.1.1. copyright in copyrighted works, including without limitation literary works, artistic works, sound recordings and cinematographic films, owned by the proprietors of such copyrighted works, including Carol Coetzee and Associates and other third-party owners of such; and
 - 4.1.2. trademarks, trade names, service marks, logos, style names, trading names and any slogans, which are proprietary to Carol Coetzee and Associates or an affiliated entity.
- 4.2. The copyright and trademarks are protected by South African and international copyright and trade mark laws.
- 4.3. All rights in and to the copyright and the trade marks in the website content is reserved and retained by Carol Coetzee and Associates and/or the content providers referred to in this clause, as the case may be.
- 4.4. The user is entitled to access the website and download, reference, reproduce and use the content for the sole purpose of the provision of information or to access a service or product offering. Under no



circumstances is the user entitled to access, download, reproduce or use any of the website or the content for any purpose other than these purposes.

- 4.5. All content downloaded or otherwise copied from the website may only be presented regardless of format, in conjunction with the appropriate copyright and trade mark notices, as provided on the website, including adequate reference to Carol Coetzee and Associates as the source and all of the rights to the intellectual property on the Carol Coetzee and Associates webpage are expressly and strictly reserved.
- 4.6. In reproducing the trademarks as authorised herein, the user shall cause these to be reproduced exactly and accurately as these appear on the website. The user shall therefore not use or reproduce the content contained on the website in a way which would in any way damage, injure, misrepresent or impair the reputation of Carol Coetzee and Associates or the trademarks.

5. AVAILABILITY OF THE WEBSITE

- 5.1. Carol Coetzee and Associates gives no warranty that access to and use of the website and the content thereon will meet the user's requirements and/or does not guarantee that the content will be free of any errors/mistakes/inaccuracies, or that there will not be any interruption in service whilst the user is using the website.
- 5.2. If the user detects any errors/mistakes/inaccuracies or experiences an interruption in service whilst using the website, the user undertakes to immediately report these to Carol Coetzee and Associates.
- 5.3. The user's access to the website may from time to time be restricted to allow for repairs, maintenance and the introduction of new functionality. In such event, Carol Coetzee and Associates will restore the service as soon as reasonably possible.

6. UNAVAILABILITY OF THE WEBSITE

The user acknowledges and accepts that the website may become unavailable from time-to-time due to various circumstances, in which case, there shall be no claim whatsoever arising against Carol Coetzee and Associates.

7. COLLECTION OF PERSONAL INFORMATION

A user may submit certain information ("user Information") to Carol Coetzee and Associates using the site interface. In doing so, the user undertakes to:

- 7.1. Provide accurate, current and complete information about it as may be prompted by any registration interface;
- 7.2. Maintain the security of its password and login credentials; and
- 7.3. Maintain and promptly update the user information it provides during this process, so as to keep it accurate, current and complete.

8. DATA PROTECTION AND USE OF USER INFORMATION

- 8.1. Carol Coetzee and Associates is entitled to use the user Information to monitor the user's access to the website, respond to enquiries or request and/or to send the user information about news items or information relating to the content contained on the website, from time to time.



- 8.2. The user Information will not be used for any other purpose and will not be sold or otherwise disclosed to any other entity, except those that are affiliated with Carol Coetzee and Associates, and their successors in title.
- 8.3. For ease of reference, the Carol Coetzee and Associates Information Officer is Carol Maureen Coetzee, at carolc@carolcoetzee.com.

9. SUBMISSION OF INFORMATION BY USER

The user warrants that information submitted or uploaded via the website:

- 9.1. does not infringe any third party's rights (including without limitation intellectual property rights, reputational rights, rights of confidence and rights of privacy);
- 9.2. does not violate any law, statute, ordinance, regulation or legally binding code in any jurisdiction;
- 9.3. does not depict graphic violence, is not pornographic or sexually explicit;
- 9.4. is not threatening, abusive, harassing or contrary to the principles of internet etiquette;
- 9.5. is not intended or likely to cause harm to Carol Coetzee and Associates' computer systems including that which contains any viruses, Trojan horses, worms or other computer programming routines that are intended to damage or detrimentally interfere and/or intercept any data or personal information.

10. NO WARRANTY

- 10.1. This website and the content are provided without warranty of any kind, either expressed or implied.
- 10.2. Carol Coetzee and Associates makes no warranties, nor shall Carol Coetzee and Associates be liable, for any claims related to or arising from the user's use of or reliance on the content. Accordingly:
 - 10.2.1. Carol Coetzee and Associates expressly excludes any warranties pertaining to the completeness, veracity, accuracy, availability or currency of the website or the content or the reliability of information displayed at or otherwise made available through the website, nor does Carol Coetzee and Associates commit to ensuring that the site remains available or that the content is kept up-to-date.
 - 10.2.2. Carol Coetzee and Associates does not make any representations or warranties that the website does not contain a malicious code. The user acknowledges and accepts the responsibility to operate its own anti-virus protection.
 - 10.2.3. The user accepts that the Carol Coetzee and Associates website is accessible via the Internet, and communications transmitted via the Internet are susceptible to monitoring and interception. The user is urged to exercise restraint and caution in all communications, and to apply industry-standard protection measures to their communication systems.
- 10.3. Carol Coetzee and Associates does not warrant or make any representations relating to the site, content or the user's use of the site, and to the fullest extent permitted by applicable law, Carol Coetzee and Associates excludes all warranties and representations.

11. INDEMNITY AND LIABILITIES

- 11.1. Use of the webpage or the information therein contained is entirely at the users own risk and the user accepts full responsibility for all risks that may arise from the use of the webpage. Carol



Coetzee and Associates will not be liable for any direct or indirect loss or damage arising under these terms or in connection with the site or the content, whether arising in delict, contract, or otherwise.

- 11.2. Carol Coetzee and Associates will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue arising under these terms or in connection with the site or the content, whether direct or indirect, nor will Carol Coetzee and Associates be liable for any loss or damage arising out of any event that is beyond its reasonable control.
- 11.3. The user hereby indemnifies and holds Carol Coetzee and Associates harmless from and against any claims, costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of the site or the content; or the user's use of the site or any content; or the user's violation of these terms.

12. HYPERLINKS TO THIRD PARTY SITES

This website may contain links to third party websites for the user's convenience. Carol Coetzee and Associates has no control over such websites, and the inclusion of a link to a third-party website does not imply a warranty, representation or endorsement by Carol Coetzee and Associates or the providers of that third party website or its content, or any products or services offered through that website. If the User is directed through to a third-party website, the user will leave the website, and visit such other website/s at the user's own risk.

13. SEVERABILITY

If any term or condition of these terms is determined to be invalid or unenforceable by a Court of competent jurisdiction, then that provision shall be enforced to the maximum extent possible so as to give effect to the intent of these terms, and the remainder of these terms shall continue in full force and effect.

14. BREACH OF THESE TERMS

- 14.1. Without prejudice to Carol Coetzee and Associates other rights under these terms, it is recorded that if the user breaches any of these terms in any way, or if Carol Coetzee and Associates suspects on reasonable grounds, that the user has breached any of these terms in any way, it reserves the right to:
 - 14.1.1. issue the user one or more formal warnings;
 - 14.1.2. delete such user's information from its records, as far as permitted in terms of legislation;
 - 14.1.3. temporarily suspend the user's access to the site;
 - 14.1.4. permanently prohibit the user from using the site;
 - 14.1.5. block computers using the user's IP address from accessing the site;
 - 14.1.6. contact the user's internet service provider and request that they block the user's access to the site; and or
 - 14.1.7. institute legal steps against the user for breach of contract or otherwise.
- 14.2. Where Carol Coetzee and Associates temporarily suspends, prohibits or blocks the user's access to the site or a part of the site, the user shall not take any action to circumvent such suspension or prohibition or block, which shall include the use of different information.



15. RELAXATION / NON-WAIVER

- 15.1. No relaxation by Carol Coetzee and Associates of any of the terms herein contained will be binding for any purpose unless expressed in writing and signed by Carol Coetzee and Associates. Any such relaxation will be effective only in the specific instance and for the purpose given.
- 15.2. No indulgence granted by Carol Coetzee and Associates shall constitute a waiver or abandonment of any of its rights in terms of these terms.
- 15.3. Carol Coetzee and Associates shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against any user, which may have arisen in the past or which may arise in the future.

16. JURISDICTION

- 16.1. These terms are subject to the laws of the Republic of South Africa. By agreeing to these terms, the user submits to the jurisdiction of the High Court of South Africa for all matters relating to these terms.
- 16.2. Any dispute regarding access to or use of this website, the content, and these terms, may be referred for expedited arbitration, at the instance and sole discretion of Carol Coetzee and Associates, in terms of the rules of the Arbitration Foundation of South Africa, to be heard in Sandton, in English.

17. COOKIES USED ON THIS WEBSITE

- 17.1. Carol Coetzee and Associates uses cookies on our site. 'Cookie' refers to information that is sent from this website to your device's hard drive, where it is saved, and which contains information to personalise your experience on this website. This ensures that on a next visit to the site, Carol Coetzee and Associates will know who you are and that you have visited this website before.
- 17.2. Carol Coetzee and Associates operates an implied consent policy with regards to cookies which means that we assume the user accepts the terms. The user can desist from using the site or can delete the cookies after having visited the site.
- 17.3. We further use Google Analytics to collect information about visitor behaviour on our website. Google Analytics stores information about what pages a user visits, how long the user is on the site, how the user got here and what the user clicks on. The data analytics data is collected via a JavaScript tag in the pages of our site and is not tied to personally identifiable information. Google Analytics therefore does not collect or store your personal information and the information collected in this way cannot be used to identify who the user is.

18. DISCLOSURES REQUIRED IN TERMS OF SECTION 4 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT NO. 25 OF 2002 (ECTA)

- 18.1. Access to the services, content, software and downloads on the webpage may be classified as electronic transactions as defined in terms of ECTA and you may therefore be entitled to the rights detailed in ECTA. Carol Coetzee and Associates therefore provides you with the following information:
- 18.2. Full name of Website owner: Carol Coetzee and Associates;
- 18.3. The Partners of Carol Coetzee and Associates are listed on the website under the designation "Directors";
- 18.4. Main business: Law Firm;



- 18.5. The Head Office of Carol Coetzee and Associates physical address and *domicillium citandi et executandi* is First Floor Block C, 28 on Sloane, 28 Sloane Street, Bryanston.
- 18.6. Telephone number: (011) 465-0518;
- 18.7. URL and e-mail address: [Contact Us – Carol Coetzee & Associates](#) / carolc@carolcoetzee.com.