

STANDARD TERMS AND CONDITIONS

1 INTRODUCTION

The Website is made available to you, and our Services will be rendered to you, conditional upon your acceptance of the terms and conditions set out herein (this **Agreement**).

2 ACCEPTANCE

2.1 ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT THE CLIENT ENGAGES WITH THE COMPANY FOR THE RECEIPT OF ANY SERVICES OR BY THE USE OF THE WEBSITE. EVERY INSTANCE OF THE SERVICES AND USE OF THE WEBSITE SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS.

2.2 If you do not agree with any provision contained in this Agreement, you should discontinue use the Website and terminate any pending Services immediately.

2.3 Unless and until terminated as above-mentioned, or we conclude a further formal agreement which supersedes and/or amends this Agreement, the terms and conditions of this Agreement remain in force and binding between us.

3 INTERPRETATION

3.1 In this Agreement:

3.1.1 **You**, or the **Client**, means the person or entity accessing the Website and/or engaging our Services;

3.1.2 **We, us**, or the **Company**, means Röhrs Andrews and Associates Incorporated t/a power law (registration number 2020/457855/21), which owns the Website and renders the Services;

3.1.3 **PAIA & POPIA Manual** means the Company's manual prepared in accordance with section 51 of the Promotion of Access to Information Act, 2000 (**PAIA**) and to address requirements of the Protection of Personal Information Act, 2013 (**POPIA**), dated 30 June 2021, a copy of which is available for download from the Website or can be provided upon written request to info@powerlaw.co.za;

3.1.4 **Parties** means the Company and the Client;

3.1.5 **Privacy Policy** means the Company's privacy policy located on the Legal page on the Website;

3.1.6 **Services** means the legal services rendered by the Company; and

3.1.7 **Website** means the Company's website at the URL: www.powerlaw.co.za.

3.2 Furthermore, in this Agreement, unless inconsistent with the context:

3.2.1 where a term is given a particular meaning, other parts of speech and grammatical forms of that term have a corresponding meaning;

3.2.2 any reference to:

- 3.2.2.1 an expression which denotes a gender, includes the other genders; the singular, includes the plural and vice versa; and a natural person, includes a juristic person and *vice versa*;
- 3.2.2.2 a “person”, is construed as any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate and/or any similar entity, as the context requires;
- 3.2.2.3 “days”, shall be construed as calendar days unless the term “business day” is used, which means any day other than a Saturday, Sunday or official public holiday in South Africa;
- 3.2.2.4 “law” is construed as any applicable law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any responsible or competent authority having the force of law;
- 3.2.2.5 “agreed in writing” or “by written agreement” or similar expression means agreed in writing by means of one or more written instruments signed by the Parties (or by the applicable parties referred to), and which instrument(s) clearly provide(s) that the relevant matter or document is separately agreed specifically for purposes of, and/or must be read with, one or more specific provisions of this Agreement;
- 3.2.3 any statutory enactment shall be construed as a reference to the enactment as at the signature date and as amended or re-enacted from time to time;
- 3.2.4 a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time;
- 3.2.5 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning as ascribed to it for all purposes in terms of this Agreement, even though that term has not been defined in this Interpretation clause;
- 3.2.6 a reference to a Party includes that Party’s successors-in-title and permitted assigns;
- 3.2.7 the words “including” and “in particular” are without limitation;
- 3.2.8 the rule of construction that, in the event of ambiguity, an agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement;
- 3.2.9 the headings or sub-headings do not govern or affect the interpretation of this Agreement;
- 3.2.10 the expiration or termination of this Agreement shall not affect such of its provisions as expressly provide that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

4 COMMENCEMENT AND DURATION

4.1 This Agreement commences immediately upon:

- 4.1.1 the Client first accessing the Website; or

4.1.2 when the Client is referred to the Website to take note of these standard terms and conditions,

whichever occurs last in time.

4.2 Either Party may terminate this Agreement on written notice to the other.

5 THE WEB SITE

5.1 Usage

The Website is the property of the Company. The following terms apply when you use the Website:

5.1.1 we have taken all reasonable care to ensure that the materials and information on the Website are accurate and complete, however, they are provided for general information purposes only;

5.1.2 nothing on the Website is intended to be comprehensive or to include advice on which you may rely. You should always consult a suitably qualified lawyer on any specific legal matter;

5.1.3 all liability is excluded in respect of any loss or damage which may arise in connection with the use of or reliance upon any materials and information appearing on the Website;

5.1.4 links from this site to any other website are provided for convenience only, and do not imply affiliation with or endorsement by the Company. The Company is not responsible for the content of external web sites that link to the Website or which are linked from the Website;

5.1.5 the Company may monitor visits to the Website and retain information about its users including you. This includes, without limitation, the use of cookies, other browser-generated information and any personal information you provide when communicating with us through the Website;

5.1.6 nothing on the Website shall be construed as an offer by the Company to render any specific Services to you.

5.2 Copyright

5.2.1 Copyright in the pages forming the Website belongs to the Company, unless otherwise stated. All rights are reserved.

5.2.2 Copies of any material on the Website may be downloaded, printed and retained for personal use only.

5.2.3 The prior written consent of the Company will be required for any other use of the material or information on the Website, including, in particular, dissemination to third parties or use in any formal advice note, publication or other electronic or hard copy document.

5.3 Amendments

The Company may, from time to time, amend all or any of the terms and conditions regarding the Website usage, as set out in this Agreement, by means of publication of an amended or new form of this Agreement on the Website.

6 TERMS OF ENGAGEMENT

The following standard terms of the engagement apply to the Services unless agreed otherwise in formal agreement between the Parties which terminates, supersedes or amends these terms.

6.1 Services

We will provide the Client (including its nominated subsidiaries, project companies and affiliated entities, as requested), the legal services as described on the Website and/or in terms of specific instructions of the Client (to the extent that we accept any such instruction), based on the Client's written and/or verbal instructions from time to time.

6.2 Fee rate

6.2.1 Our Services are billed on a time and attendance basis.

6.2.2 Unless agreed otherwise in writing, our standard fee rate for the period up to 31 December 2021 is R2 600.00 per hour (excluding VAT), pro-rated per part thereof. Such rate will increase by 8,5% from 1 January 2022 and again by 8,5% on 1 January in each subsequent year.

6.2.3 The Client has the right to request a review of our fee rate, if at any stage the Client is unhappy with the quality of our Services.

6.3 Invoices, payment and right to suspend or terminate

6.3.1 We will submit invoices to the Client for our Services and claimable disbursements from time to time, generally on a monthly basis.

6.3.2 Our invoices are payable within 14 (fourteen) days of receipt by the Client.

6.3.3 Should payment for any invoice not be received timeously, we reserve the right to suspend and/or terminate the performance of any or all Services in relation to the Client's matters.

6.3.4 Upon termination of this Agreement for any reason, all of our fees and disbursements which have been incurred for and on behalf of the Client up to the date of termination, will become due and owing by the Client.

6.4 Exclusions to the fee rate

6.4.1 Our standard fee rate excludes the following costs and expenses if we are required to incur such costs or expenses in the course of rendering the Services:

6.4.1.1 own motor vehicle usage for trips longer than 30 km, recovered at R3,50 per km

6.4.1.2 airfares or motor vehicle rental, taken at economy rates

6.4.1.3 hotel/guesthouse accommodation (with at least 3-star rating)

6.4.1.4 printing expenses, charged at R1.50 per page

6.4.1.5 third-party consultants or advisors engaged at the request or with the consent of the Client, including counsel, correspondent lawyers, experts or other professionals, at their actual costs.

6.4.2 The Client shall be liable for the abovementioned excluded costs and expenses, which will be reflected as disbursements on our invoices. Proof of expenditure can be provided upon written request from the Client.

6.5 **Project team**

The Services will be performed by select practitioners employed or engaged by the Company, as notified to you from time to time. All work is generally overseen by the Company's directors.

6.6 **Limitation of liability**

6.6.1 Save as a result of gross negligence, fraudulent or unlawful conduct, neither the Company nor its shareholders, directors, employees or consultants shall be liable to the Client for any indirect, punitive, special, incidental or consequential damages, including but not limited to, loss of profits or interruption of production or loss of opportunity or business, whatsoever, howsoever arising, arising from the performance of the Services.

6.6.2 The aggregate liability of the Company for all claims, directly or indirectly arising from or related to any Services performed by the Company for the Client (whether in negligence, breach of legal duty, breach of contract, delict or otherwise and whether to the Client or any other person), shall be limited to the greater of (i) the amount of the fees charged by the Company and paid by the Client in respect of the specific Services and (ii) the insurance proceeds paid out by the Company's professional indemnity insurers in respect of such claims.

6.7 **Confidentiality**

6.7.1 The Privacy Policy and the confidentiality undertakings herein contained will apply to our relationship with a Client.

6.7.2 Prior to and following commencement of the Services, we will treat all information provided by the Client as strictly confidential in terms of attorney-client privilege and confidentiality principles.

6.7.3 For avoidance of doubt, unless and until we commence providing Services to you, your use of the Website and/or any communication between you and the Company through the Website, does not establish an attorney-client relationship.

6.8 **FICA**

6.8.1 In terms of the anti-money laundering control measures under the Financial Intelligence Centre Act, 2001 (**FICA**), we have a duty to verify the identities our clients and hold certain verification documentation on file in certain circumstances. In this regard, if we are required to do so, we will request that the Client provide us with certain information and supporting documentation before continuing performing any Services.

6.8.2 The Client acknowledges that we will not be able to perform any Services unless all FICA requirements are complied with.

6.9 **Risks of Electronic Transmission**

6.9.1 Given the nature of this Agreement, it is accepted that the Parties may communicate with each other and with external stakeholders using electronic means (including email and through the Website), despite certain risks associated with such means.

6.9.2 The Client acknowledges and accepts that any communications or documents transmitted via electronic transmission may be interfered with, may contain computer viruses or other defects, and may not be successfully replicated on other systems.

6.9.3 The Company shall not be liable to the Client for any unauthorised copying, recording, reading or interference by third parties during, or after, a transmission, for any delay or non-delivery, or for any damage caused in connection with any electronic transmission.

6.10 **Marketing**

6.10.1 As a part of the Company's marketing initiatives, subject to confidentiality restrictions, the Company shall be entitled to publicise its role in any transaction or specific matter relating to the Services, unless the Client specifically informs the Company in writing not to.

6.10.2 The Company agrees not to provide any transaction specific details without the Client's prior written consent and will forward any draft media releases to the Client for its comments before publication.

6.11 **Force Majeure**

The Company will not be responsible for failure to perform any obligations concerning the Services if the failures are due to causes outside the Company's control.

7 PROTECTION OF PERSONAL INFORMATION

7.1 In regard to Website usage and in performing the Services, the Company will:

7.1.1 only process **personal information** (as defined in the POPIA) in accordance with applicable laws, the provisions of this Agreement, the Privacy Policy and in accordance with the PAIA & POPIA Manual;

7.1.2 ensure that all its systems and operations used to provide the Services, including all systems on which personal information is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used as part of providing the Services, will at all times be of a minimum standard required by law including relating to protection, control and use of personal information;

7.1.3 not disclose or otherwise make available the personal information to any third party, other than authorised persons who require access to such personal information strictly in order for the Company to carry out its obligations, unless approved by the Client in writing;

7.1.4 ensure that all Company personnel, authorised representatives and any other persons that have authorised access to the personal information, are bound by appropriate and legally binding confidentiality and usage obligations in relation to the personal information;

7.1.5 take appropriate, reasonable, technical and organisational measures to ensure the integrity of the personal information in its possession or under its control, and that such information is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by having regard to:

7.1.5.1 any applicable requirement in law, stipulated in appropriate industry rules or in codes of conduct or stipulated by a professional body governing the Company;

7.1.5.2 generally accepted information security practices and procedures which apply to the Company's business and to the Client, as may be appropriate to discharge its obligations in terms of this Agreement;

- 7.1.5.3 taking appropriate, reasonable, technical and organisational measures to ensure that the personal information in its possession or under its control remains available to the Client as and when it may be required; and
 - 7.1.5.4 identifying all reasonably foreseeable internal and external risks on an ongoing basis and in accordance with the requirements for same as may be set forth in the security standards.
- 7.2 The Company agrees to assist the Client to comply with any requests for access to personal information received by the Client from **data subjects** (as defined in the POPIA) and, at the request of the Client, the Company shall promptly provide the Client with a copy of any personal information held by the Company in relation to a specified data subject. The Company agrees that notwithstanding the confidentiality provisions of this Agreement and the Privacy Policy, the Client may disclose to a data subject that the Company has been or is involved in **processing** (as defined in the PAIA) such data subject's personal information.
- 7.3 The Company will only process the personal information of data subjects provided to it by the Client in compliance with the provisions of this Agreement, in accordance with written instructions provided by the **information officer** (as defined in the PAIA) to the Company.
- 7.4 The Company will not conduct any further processing activities for any other reason whatsoever (including any related processing functions or processing which would otherwise be a normal extension of the processing, which the Company is entitled to undertake in accordance with the Client's instructions) without the express prior written consent of the information officer, save that the Company may carry out reasonable further processing strictly in order to comply with an obligation which is imposed on it by law.

8 ASSIGNMENT

Save as expressly stated to the contrary herein, no Party shall be entitled to cede, delegate, assign or otherwise transfer all or any of its rights, interests or obligations under and/or in terms of this Agreement except with the prior written consent of the other Party.

9 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

10 SEVERABILITY

If any provision of this Agreement shall have been held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

11 GENERAL

- 11.1 This Agreement constitutes the whole agreement between the Parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the Parties.
- 11.2 Neither Party shall be bound by any express or implied term, representation, promise or the like not recorded herein.
- 11.3 Save as expressly contemplated herein, no addition to, variation, or agreed cancellation of this Agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

- 11.4 No indulgence which either Party (the **grantor**) may grant to the other (the **grantee**) shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 11.5 Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.