



TERMS AND CONDITIONS EFFECTIVE 6 MARCH 2024

(PLEASE READ OUR WEBSITE(S) TERMS AND CONDITIONS OF USE BEFORE CONTINUING TO BROWSE OR ORDER / USE SERVICES ON OUR WEBSITE(S).

THE USE OF OUR WEBSITE(S) IS GOVERNED BY THE TERMS AND CONDITIONS STIPULATED BELOW. BY USING ANY OF OUR WEBSITE(S) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING ANY PRIVACY STATEMENTS (WHICH ARE DEEMED TO BE INCORPORATED IN THE TERMS AND CONDITIONS) THAT APPEAR ON THIS AND/OR WEBSITE(S) INCLUDING ANY AMENDMENTS THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING OUR WEBSITE(S).

This Agreement ("Terms") sets out the terms and conditions that govern your use of LAWBELLA (PTY) LTD website.

1. Introduction

- 1.1 Our website(s) can be accessed at <https://lawbella.co.za> (the "**Website**") and is owned and operated by LAWBELLA (PTY) LTD. Reg. 2024 / 078936 / 07 "LAWBELLA (PTY) LTD"; "**we**", "**us**" and "**our**").
- 1.2 These Website Terms and Conditions ("**Terms and Conditions**") govern the the use of our Websites(s).
- 1.3 These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website(s) ("**you**", "**your**" or "**user**"), including without limitation each user who registers as contemplated below ("**registered user**"). **By using our Website(s) and by clicking on the "Register Now/Sign Up/Contact Me" button on our Websites, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**

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2. Important Notice

2.1 LAWBELLA (PTY) LTD permits the use of our Website(s) subject to the Terms and Conditions. **BY USING OUR WEBSITE(S) IN ANY WAY, YOU SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS UNCONDITIONALLY.** You must not use our Website(s) if you do not agree to the Terms and Conditions.

3 Errors

- 3.1 The information contained on our website(s) and the services provided by any employee, subcontractor, agent and/or representative of **LAWBELLA (PTY) LTD** is presented “as is” and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. **LAWBELLA (PTY) LTD reserves** the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.
- 3.2 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website(s). However, should there be any errors of whatsoever nature on our Website(s) (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error.
- 3.3 **LAWBELLA (PTY) LTD shall** not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

4 Privacy policy

- 4.1 We respect your privacy and will take reasonable measures to protect it in accordance with POPI and the GDPR, including the UK GDPR and inline with our Privacy Policy.

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5 Ratings and Reviews:

5.1 When you provide a rating, testimonial or review of a service and/or Goods, you consent to us using the rating, testimonial or review as we deem fit, including without limitation on our Website(s), in newsletters or other marketing material. The details that will appear next to that rating or review is your First Name and Last Name, your Service / Goods, and Date of rating / review / testimonial. If you do not agree to this, please inform us immediately. Notwithstanding, we encourage all clients to submit their reviews and ratings regarding our services as without feedback we will not be able to meet the constant changing client needs. Kindly note, that we will not display any of your contact details, with a rating or review.

6 If you disclose your personal information to a third party, such as an entity which operates a website or service linked to our Website(s) or anyone other than LAWBELLA (PTY) LTD, LAWBELLA (PTY) LTD SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU 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 your personal information. You should always ensure that you read the privacy policy of any third party.

7 Changes to these Terms and Conditions

7.1 **LAWBELLA (PTY) LTD** may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not in any other way use, our Website(s).

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7.2 Any such change will only apply to your use of our Website(s) AFTER the change is displayed on our Website(s). If you use our Website(s) after such amended Terms and Conditions have been displayed on our Website(s), you will be deemed to have read and accepted such changes.

8 Ownership and copyright

- 8.1 The contents of the our Website(s) and/or , including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in our Website(s) and/or (“**Website Content**”) are protected by law, including but not limited to copyright and trademark law. our Website(s) Content is the property of **LAWBELLA (PTY) LTD**, its advertisers and/or sponsors and/or is licensed to **LAWBELLA (PTY) LTD**.
- 8.2 You will not acquire any right, title or interest in or to our Website(s) or our Website(s) Content.
- 8.3 Any use, distribution or reproduction of our Website(s) Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- 8.4 Where any of our Website(s) Content has been licensed to **LAWBELLA (PTY) LTD** or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

9 Disclaimer

- 9.1 **The use of our Website(s) is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of our Website(s) or reliance on any information on our Website(s).**
- 9.2 Whilst **LAWBELLA (PTY) LTD** takes reasonable measures to ensure that the content of our Website(s) is accurate and complete, **LAWBELLA (PTY) LTD** makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality

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of our Website(s) or as to the accuracy, completeness or reliability of any information on our Website(s). If any such representations or warranties are made by **LAWBELLA (PTY) LTD** representatives, **LAWBELLA (PTY) LTD** shall not be bound thereby.

- 9.3 **LAWBELLA (PTY) LTD rejects liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of our Website(s) and/or any content therein unless otherwise provided by law.**
- 9.4 Any views or statements made or expressed on our Website(s) are not necessarily the views of **LAWBELLA (PTY) LTD**, its directors, employees and/or agents.
- 9.5 The views, opinions, discussions, recommendations, comments, teachings, findings, advice, criticism and/or any actions taken relating to the purchase, transfer of any of the above related services and/or products are those of **LAWBELLA (PTY) LTD only** and do not reflect nor do they represent that any official legislation, regulations, policies or positions are fully complied with.
- 9.6 Although **LAWBELLA (PTY) LTD**, its employee, subcontractors, agent and/or representatives always strive to provide information on the background, procedures, advantages and the responsibilities of the various parties involved relating to this service, we do not warrant the accuracy, effectiveness, and regulatory compliance of any service and/or product provided by **LAWBELLA (PTY) LTD** has provided, is in the process of providing or will provide in the future.
- 9.7 **In addition to the disclaimers contained elsewhere in these Terms and Conditions, LAWBELLA (PTY) LTD also makes no warranty or representation, whether express or implied, that the information or files available on our Website(s) are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with**

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the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of LAWBELLA (PTY) LTD, its employees, agents or authorised representatives. LAWBELLA (PTY) LTD thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of our Website(s).

10 Linking to third party websites

- 10.1 Our Website(s) may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and **LAWBELLA (PTY) LTD** is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.
- 10.2 **Notwithstanding the fact that our Website(s) may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained therein.**

11 Limitation of liability

- 11.1 **LAWBELLA (PTY) LTD cannot be held liable for any inaccurate information published on our Website(s) any incorrect prices displayed on our Website(s), save where such liability arises from the gross negligence or wilful misconduct of LAWBELLA (PTY) LTD, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.**
- 11.2 **LAWBELLA (PTY) LTD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR**

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DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, OUR WEBSITE(S) OR THE CONTENT CONTAINED IN OUR WEBSITE(S); OR YOUR INABILITY TO USE OUR WEBSITE(S), UNLAWFUL ACTIVITY ON OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.

- 11.3 **YOU HEREBY INDEMNIFY LAWBELLA (PTY) LTD AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.**
- 11.4 **YOU HEREBY INDEMNIFY LAWBELLA (PTY) LTD AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF CONSULTATIONS OFFERED BY LAWBELLA (PTY) LTD BEING IT TELEPHONIC, FACE TO FACE OR PER ELECTRONIC COMMUNICATION.**

12 Availability and termination

- 12.1 We will use reasonable endeavours to maintain the availability of our Website(s), except during scheduled maintenance periods, and are entitled to discontinue providing our Website(s) or any part thereof with or without notice to you.
- 12.2 **LAWBELLA (PTY) LTD may in its sole discretion terminate, suspend and modify our Website(s), with or without notice to you. You agree that LAWBELLA (PTY) LTD will not be liable to you in the event that it chooses to suspend, modify or terminate our Website(s) other than for processing any orders made by you prior to such time, to the extent possible.**
- 12.3 **If you fail to comply with your obligations under these Terms and Conditions, Lawbella may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to our Website(s) without any prejudice to any claims for damages or otherwise that we may have against you.**

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- 12.4 **LAWBELLA (PTY) LTD is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing our Website(s), to blacklist you on its database (including suspending or terminating your access to our Website(s), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and LAWBELLA (PTY) LTD , in whole or in part, on notice to you.**

13 Governing law and jurisdiction

- 13.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of our Website(s) will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 13.2 Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction.

14 Notices

- 14.1 **LAWBELLA (PTY) LTD hereby** selects 1 Port Place, West Beach, Cape Town, 7441 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). **LAWBELLA (PTY) LTD may** change this address from time to time by updating these Terms and Conditions.
- 14.2 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -
- 14.2.1 by hand will be deemed to have been received on the date of delivery;
- 14.2.2 by prepaid registered post, will be deemed to have been received when we sign acknowledge of such registered delivery notice.
- 14.2.3 by email will be deemed to have been on the date indicated in the “Read Receipt” notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ**

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RECEIPT” FUNCTION to serve as proof that an email has been received.

15 General

15.1 **LAWBELLA (PTY) LTD** may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of our Website(s) or the user’s right to use our Website(s) or any of its contents subject to us processing any orders then already made by you.

15.1.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

15.1.2 Any failure on the part of you or **LAWBELLA (PTY) LTD** to enforce any right in terms hereof shall not constitute a waiver of that right.

15.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

15.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

15.1.5 No indulgence, extension of time, relaxation or latitude which any party may show grant or allow to the other shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

15.1.6 These Terms and Conditions contain the whole agreement between you and **LAWBELLA (PTY) LTD**, and no other warranty or undertaking is valid unless contained in this document between the parties or a agreement attached and associate with services is agreed upon.

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15.1.7 In the event that you need to contact **LAWBELLA (PTY) LTD** for purposes related to these Terms and Conditions, please use the following: Email: info@lawbella.co.za

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