

**Cherine Hoffman**

**WEBSITE TERMS AND CONDITIONS (“TERMS”)**

[www.chlegalconsulting.com](http://www.chlegalconsulting.com)

**1. WEBSITE TERMS AND CONDITIONS OF USE & TERMS OF SALE**

- 1.1. This document sets out the terms and conditions (“Terms”) of **CH Legal Consulting (Pty) Limited, Company Registration Number: 2017/419323/07 (“Service Provider”)** pertaining to the agreement between the Service Provider and a/any user (as detailed below), and with regards to access and use and/or purchase of information, documents, legal advice and/or [legal services](#), or any other [legal agreements](#), [buy templates online](#), [customer packages](#), [legal news & updates](#) and functions provided on [www.chlegalconsulting.com](http://www.chlegalconsulting.com) (“Website”) or in respect of [legal consultancy services](#).
- 1.2. **THESE TERMS SHALL COMMENCE FROM THE TIME ANY PERSON ACCESSES THE WEBSITE** (“You” or “User”) and shall continue indefinitely. Should the User disagree with any of the Terms, You must refrain from accessing the Website and/or using the Service Provider’s information, documents, [legal agreements](#) and [legal services](#).
- 1.3. If You are under the age of 18, You must obtain Your parents’ or legal guardians’ advance authorization, permission and consent to be bound by these Terms before purchasing any [products](#) or [legal services](#).
- 1.4. The Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a User accesses the Website and/or uses the services, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the Service Provider from time to time.
- 1.5. Specialist advice should be sought in each instance to determine the extent of any impact and whether the procured document is suitable for Your intended use. Any changes periodically made by the drafters to the documents on the Website are made following a good faith interpretation of the law as it then stands. This interpretation is however subject to contradiction by the courts and other authorities, legal challenge by other parties, and changes in the law.
- 1.6. As the Service Provider has no knowledge of Your specific requirements or the legal obligations governing You or Your business or industry, nor does the Service Provider have any control over any changes made or the use to which information or documents are put, the Service Provider cannot be held responsible for incorrect application, the use of any information or document in the incorrect situation, or the use of an incorrect or incomplete document. Use of the Website does not replace legal advice, and it is therefore strongly recommended that You consult with a specialist on the applicability of information or documents to Your unique circumstances. [See Services for more details <http://chlegalconsulting.com/corporate-commercial-mining-lawyer/>](#).
- 1.7. We will however give You prior notice where we have collected personal information from You and the purpose for which we collected that information, is affected by the intended amendment.
- 1.8. If there is anything in these Terms that You do not understand then please contact us as soon as possible – see [clause 11.1 below for contact details](#). Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.

## **2. CONTENT OF THE WEBSITE**

- 2.1. The Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2. The Service Provider reserves the right to change and amend the products, prices and rates quoted on the Website from time to time without notice.
- 2.3. The Service Provider may use the services of third parties to provide information on the Website. The Service Provider has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness.
- 2.4. The User agrees that all information, documents, whether including services or products, are provided “**as is**” and that the Service Provider and its online partners shall not be liable for any losses or damages that may arise from the User’s reliance on it, or any defects, latent or patent, howsoever these may arise.
- 2.5. The Service Provider makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
  - 2.5.1. The Service Provider does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. The Service Provider expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;
  - 2.5.2. Whilst the Service Provider has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User’s system; and
  - 2.5.3. The Service Provider disclaims any responsibility for the verification of any claims. Information published on the Website may be done so in the format in which the Service Provider receives it and statements from external parties are accepted as fact.
  - 2.5.4. The documents and information contained on the Website are provided for information purposes only, are intended to generally address situations that are common and standard, and should not be used to substitute legal advice.
  - 2.5.5. The provision of information and documents through the Website does not give rise to an attorney / client relationship. The Website and the documents and information on the Website do not constitute advice, legal or otherwise, and no guarantee is made pertaining to the suitability, completeness or correctness of any documents or information obtained from the Website.

## **3. LINKED THIRD PARTY WEBSITES AND THIRD PARTY CONTENT**

- 3.1. The Service Provider may provide links to third party websites on the Website. These links are provided to the User for convenience purposes only and the Service Provider does not endorse, nor does the inclusion of any link imply the Service Provider’s endorsement of, such websites, their owners, licensees or administrators or such websites’ content or security practices and operations.
- 3.2. While the Service Provider tries to provide links only to reputable websites or online partners, the Service Provider cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the Service Provider. The Service Provider is not responsible for and gives

no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

- 3.3. **You agree that the Service Provider shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that You may have with any linked websites, including advertisers, found on the Website, are solely between You and the third party website.**

#### 4. USAGE RESTRICTIONS

The User hereby agrees that it shall not itself, nor through a third party:

- 4.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website, or any information, documents, downloads etc, for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 4.2. decompile, disassemble or reverse engineer any portion of the Website;
- 4.3. write and/or develop any derivative of the Website or any other software program based on the Website;
- 4.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Service Provider;
- 4.5. without Service Provider's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the User;
- 4.6. remove any identification, trademark, copyright or other notices from the Website;
- 4.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 4.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

#### 5. SECURITY

- 5.1. In order to ensure the security and reliable operation of the services to all the Service Provider's users, the Service Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 5.2. You may not utilise the Website in any manner which may compromise the security of the Service Provider's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Service Provider suffer any damage or loss, damages shall be claimed by the Service Provider against the User.
- 5.3. Any user who commits any of the offences detailed in Chapter 13 of the **Electronic Communications and Transactions Act 25 of 2002** ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Service Provider and its affiliates, agents and/or partners. See at <https://www.gov.za/documents/electronic-communications-and-transactions-act>.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:

6.1.1. “**Intellectual property rights**” means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Service Provider, now or in the future, including without limitation, the Service Provider’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

6.1.2. All “**Copyright**” and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (“**Proprietary Material**”), are the property of, or are licensed to, the Service Provider and as such are protected from infringement by local and international legislation and treaties.

6.1.3. The purchase of a service or product from the Website grants You a single user limited licence to use the Copyright in such document. Ownership of all Copyright remains with the Service Provider. No document may be marketed, offered or sold through any internet website, mobile application or other channel, nor used in any way that competes with the business conducted by the Service Provider. Using any document in a way that is not intended by the Service Provider constitutes breach of copyright and automatically terminates Your licence to use the document.

6.2. By submitting reviews, comments and/or any other content (other than Your personal information) to the Service Provider for posting on the Website, You automatically grant the Service Provider and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, You retain any and all rights that may exist in such content.

6.3. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Website is granted to You.

6.4. Except with the Service Provider’s express written permission, no proprietary material from the Website may be copied or retransmitted.

6.5. Irrespective of the existence of copyright, the User acknowledges that the Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.

6.6. The Service Provider authorises You only to view, copy, temporarily download to a local drive and to print the content of the Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **7. RISK, LIMITATION OF LIABILITY AND INDEMNITY**

- 7.1. THE USER'S USE OF THE WEBSITE AND THE INFORMATION CONTAINED ON THE WEBSITE IS ENTIRELY AT THE USER'S OWN RISK AND THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF.**
- 7.2. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. **THE USER BEARS ALL RISK OF TRANSMITTING INFORMATION IN THIS MANNER. UNDER NO CIRCUMSTANCES SHALL THE SERVICE PROVIDER BE LIABLE FOR ANY LOSS, HARM, OR DAMAGE SUFFERED BY THE USER AS A RESULT THEREOF.** The Service Provider reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should the Service Provider deem it necessary.
- 7.3. **NEITHER THE SERVICE PROVIDER, ITS AFFILIATES, SHAREHOLDERS, AGENTS, CONSULTANTS OR EMPLOYEES (all defined as "Service Provider") SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE USE OF, OR THE INABILITY TO ACCESS OR USE THE CONTENT OF THE WEBSITE OR ANY FUNCTIONALITY THEREOF, OR THE INFORMATION CONTAINED ON THE WEBSITE, OR OF ANY LINKED WEBSITE, NOR AS A RESULT OF ANYTHING THAT IS CONTAINED IN OR LEFT OUT OF ANY DOCUMENT. EVEN IF SERVICE PROVIDER KNOWS OR SHOULD REASONABLY HAVE KNOWN OR IS EXPRESSLY ADVISED THEREOF.**
- 7.4. **The liability of the Service Provider for faulty execution of the Website as well as all damages suffered by the User, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to the Service Provider rectifying the malfunction, or defect in a document within a reasonable time and free of charge, provided that Service Provider is notified immediately of the damage or faulty execution of the website.** This liability shall fall away and be expressly excluded if the User attempts to correct or allows third parties to correct or attempt to correct the information or documents without the prior written approval of Service Provider. **HOWEVER IN NO EVENT SHALL THE SERVICE PROVIDER BE LIABLE TO THE USER FOR LOSS OF PROFITS OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR ITS USE OR THE DELIVERY, INSTALLATION, SERVICING, PERFORMANCE OR USE OF IT IN COMBINATION WITH OTHER COMPUTER SOFTWARE, THE PURCHASE OF DOCUMENTS, THEIR USE, CONTENTS, DEFECTS, OMISSIONS, INVALIDITY, OR FOR ANY OTHER REASON WHATSOEVER.**
- 7.5. **YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY SERVICE PROVIDER AND AGREE TO HOLD SERVICE PROVIDER FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY SERVICE PROVIDER OR INSTITUTED AGAINST SERVICE PROVIDER AS A DIRECT OR INDIRECT RESULT OF:**
- 7.5.1. Your use of the Website or any information or document;
  - 7.5.2. software, programs and support services supplied by, obtained by or modified by You or any third party without the consent or knowledge of the Service Provider;
  - 7.5.3. Your failure to comply with any of these Terms or any other requirements which the Service Provider may impose from time to time;
  - 7.5.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.5.5. any unavailability of, or interruption in, the service which is beyond the control of the Service Provider.

7.6. **THE SERVICE PROVIDER MAKES NO WARRANTY OR REPRESENTATION AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OF THE WEBSITE, ANY INFORMATION OR DOCUMENT. YOU EXPRESSLY WAIVE AND RENOUNCE ALL YOUR RIGHTS OF WHATEVER NATURE THAT YOU MAY HAVE AGAINST THE SERVICE PROVIDER FOR ANY LOSS SUFFERED BY YOU, AS A RESULT OF INFORMATION OR DOCUMENT SUPPLIED BY SERVICE PROVIDER BEING INCORRECT, INCOMPLETE OR INACCURATE.**

## 8. SERVICE PROVIDER PRIVACY AND COOKIE POLICY

The User agrees that the Server Provider's Privacy Policy, [click on link](#), and as available on the Website, applies and regulates privacy and the use of the User's personal information.

## 9. CONFIDENTIALITY

9.1. By subscribing as a user, You agree that You shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by the Service Provider. You shall notify the Service Provider should You discover any loss or unauthorised disclosure of the information.

9.2. Any information or material sent to the Service Provider will be deemed not to be confidential, unless otherwise agreed in writing by the User and the Service Provider.

## 10. BREACH OR CANCELLATION BY SERVICE PROVIDER

10.1. The Service Provider is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Service Provider's right to claim damages, should the User:

10.1.1. breach any of these Terms;

10.1.2. in the sole discretion of the Service Provider, use the Website in an unauthorised manner; or

10.1.3. infringe any statute, regulation, ordinance or law.

10.2. Breach of these Terms entitles the Service Provider to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to the Service Provider on an attorney and own client scale.

## 11. COMPLIANCE WITH SECTION 43(1) OF ECTA - See at <https://www.gov.za/documents/electronic-communications-and-transactions-act>.

**In compliance with section 43(1) of the ECTA, the following is noted:**

11.1. **Full name:** CH Legal Consulting (Pty) Limited

11.2. **Registration number:** 2017/419323/07

11.3. **Physical address:** 8 Troon Village, 88 Edward Avenue, Sandringham, Johannesburg, 2192

11.4. **Telephone number:** +27 72 479 3863

11.5. **Website address:** [www.chlegalconsulting.com](http://www.chlegalconsulting.com)

11.6. **E-mail address:** [cherine@chlegalconsulting.com](mailto:cherine@chlegalconsulting.com)

11.7. **Names of office bearers:** 1 (one)

- 11.8. **Director:** Cherine Hoffman
- 11.9. **Services includes inter alia:**
  - 11.9.1. [Company set ups;](#)
  - 11.9.2. [Mergers](#)
  - 11.9.3. [Sale Agreements;](#)
  - 11.9.4. [Shareholder Agreements;](#)
  - 11.9.5. [Lease Agreements;](#)
  - 11.9.6. [NDAs;](#)
  - 11.9.7. [Legal Consultancy and legal advice;](#)
  - 11.9.8. [Mining legal services;](#)
  - 11.9.9. [Construction legal services;](#)
  - 11.9.10. [Logistics legal services;](#)
  - 11.9.11. [Legal Risk Management;](#)
- 11.10. **Products :** [Legal Documents](#) *(click link for details)*
  - 11.10.1. [Buy Legal Templates Online](#)
  - 11.10.2. [Legal Packages](#)
  - 11.10.3. **Membership Subscriptions.**
- 11.11. **Complaints & Disputes Procedure :** [See Policy Documents](#) *(click link for details)*

## 12. COMPLIANCE WITH LAWS

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to Your use of and access to the Website.

## 13. NOTICES

13.1. Except as explicitly stated otherwise, any notices shall be given by email:

**The Service Provider:** to [cherine@chlegalconsulting.com](mailto:cherine@chlegalconsulting.com)

**User:** the e-mail address You have provided to Service Provider,

or such other address that has been specified.

13.2. Notice shall be deemed given 24 (twenty four) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Service Provider may give You notice by registered mail, postage prepaid and return receipt requested, to the address which You have provided to the Service Provider. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

## 14. GENERAL CLAUSES

- 14.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.2. The Website is controlled, operated and administered by Service Provider from its offices within the Republic of South Africa. The Service Provider makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use the Website in violation of South African export laws and regulations. If the User accesses the Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 14.3. The Service Provider does not guarantee continuous, uninterrupted or secure access to our services, as operation of the Website may be interfered with as a result of a number of factors which are outside of the Service Provider's control.
- 14.4. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 14.5. The Service Provider's failure to act with respect to a breach by You or others does not constitute a waiver of the Service Provider's right to act with respect to subsequent or similar breaches.
- 14.6. You shall not be entitled to cede Your rights or assign Your rights or delegate Your obligations in terms of these Terms to any third party without the prior written consent of the Service Provider.
- 14.7. The Service Provider shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 14.8. The head notes to the clauses to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.9. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 14.10. These Terms set forth the entire understanding and agreement between the Service Provider and the User.

**CH Legal Consulting (Pty) Limited** : [www.chlegalconsulting.com](http://www.chlegalconsulting.com)

**Director:** [Cherine Hoffman](#)

**Email:** [cherine@chlegalconsulting.com](mailto:cherine@chlegalconsulting.com)

Admitted [Attorney](#) / [Lawyer](#) of the High Court of South Africa

[Bachelor of Law](#) (Cum Laude) | [Master of law in Tax](#) | [Certificate in Mining Law](#)