

DOUGLAS SMART ATTORNEYS
Website Terms and Conditions
www.dsa.co.za

1. Acceptance of Terms

Douglas Smart Attorneys (including, without limitation, its proprietors, employees, consultants, agents and representatives) (collectively and individually, “**DSA**”) permits the use of the www.dsa.co.za website (“the **Website**”) on and subject to the following terms and conditions (“the **Terms and Conditions**”).

By accessing or using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions, unconditionally and without qualification.

2. Terms of Use

You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised DSA representative (such consent is deemed given for standard search engine technology employed by internet search Websites to direct internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

3. Ownership and Copyright

The contents of the Website, including any information, software, icons, text, graphics, lay-outs, images, sound clips, tradenames, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to DSA. You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other Website without the express prior written consent of an authorised DSA representative.

4. Disclaimer

The materials published on this Website are provided for general information purposes only and do not constitute legal or other professional advice. While every effort is made to update the information regularly and to offer the most current, correct and accurate information, DSA accepts no liability or responsibility whatsoever if any information is, for whatever reason, incorrect, inaccurate or outdated. Whilst DSA has taken reasonable measures to ensure the integrity of this Website and its contents, no warranty is given that any files, downloads or applications available from or via the Website are free of viruses which have the ability to corrupt your computer / IT system/s. DSA reserves the right to make changes to these Terms and Conditions and any information contained on the Website at any time.

5. Limitation of Liability

DSA accepts no responsibility for any loss or damage, whether direct, indirect or consequential, which may arise from access to or use of or reliance on the information contained or obtained via the Website.

6. Linked Third-Party Websites

This Website may contain links or references to other Websites (“**Third-Party Websites**”) outside of DSA’s control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and DSA is not responsible for the practices and/or privacy policies of those Third-Party Websites or the cookies that those sites may use. Your accessing or use of any such Third Party Websites is entirely at your own risk and DSA is not responsible for any loss, expense, claim or damage, whether direct, in director consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

7. Privacy Policy (“Privacy Policy”)

- 7.1. DSA recognises the importance of protecting your privacy in respect of your Personal Information (as defined in the Protection of Personal Information Act, No 4 of 2013 (“**POPI**”)) collected by DSA when you use the Website. You are not required to provide any personal information on the public areas of the Website, however you may choose to do so by completing the application forms if and where available on the various sections of the Website. DSA will take appropriate and reasonable steps to prevent unauthorised access to, or disclosure of your personal information.
- 7.2. By continuing to use this Website you agree that DSA may "collect, collate, process and/or store" your personal information (as defined in POPI) ("**process**") for, the purposes set out in this Privacy Policy including providing you with access to the Website and the Website content. Where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorized person, DSA will notify the relevant regulator and you, unless a public body responsible for detection, prevention or investigation of offences or the relevant regulator informs DSA that notifying you will impede a criminal investigation.
- 7.3. The types of personal information that DSA may process includes (amongst other things) your name and surname, identity or passport numbers, e-mail address, physical addresses, postal address, contact information, information relating to your occupation and the pages of the Website viewed by you. DSA will limit the types of personal information it processes to only that to which you consent and which is necessary for DSA’s legitimate business interests.
- 7.4. Personal information may be processed when you complete the relevant application form on the Website to subscribe or register and browse the Website. You acknowledge that all personal information processed and stored by DSA and used for purposes specified in this Privacy Policy.
- 7.5. DSA will not retain your information longer than is necessary to achieve the purpose for which the information was collected and processed unless required to do so by law, or there is a lawful purpose to retain your information for a longer period.
- 7.6. You consent that DSA may disclose your personal information to DSA approved third party providers (as referred to below) where necessary. You agree that once your information has been de-identified (i.e.: delete any information that identifies you), personal information may be shared:
- 7.6.1. to DSA’s agents, advisers, service providers and suppliers;
 - 7.6.2. to monitor web traffic: web servers serving the Website automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits.
 - 7.6.3. for statistics purposes: DSA may perform statistical analyses in order to measure interest in the various areas of the Website (for product development purposes);
 - 7.6.4. with government and law enforcement agencies, where the law requires that DSA discloses your personal information to a party, and where DSA has reason to believe that a disclosure of personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Privacy Policy or may be causing injury to or interference with (either intentionally or unintentionally) DSA’s rights or property, other users, or anyone else that could be harmed by such activities.
- 7.7. You have the right to request that DSA corrects, destroys or deletes any of your personal information that DSA may have processed in accordance with this Privacy Policy. The personal information that you may request DSA to correct, destroy or delete is personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that DSA is no longer authorised to retain.
- 7.8. You have the right to withdraw your consent for DSA to process your personal information at any time. The withdrawal of your consent can only be made by you on condition that the withdrawal of

your consent does not affect the processing of your personal information before the withdrawal of your consent, or if the processing is in compliance with an obligation imposed by law on DSA, or where such processing is necessary for the proper performance of a public law duty by a public body, or as required to finalise the performance of a contract in which you are a party, or as required to protect your legitimate interests or DSA's own legitimate interests or the legitimate interests of a third party to whom the information is supplied.

- 7.9. You have the right to object to the processing of your personal information at any time, on reasonable grounds relating to your particular situation, unless the processing is required by law. You can make the objection if the processing of your personal information is not necessary for the proper performance of a public law duty by a public body, or if the processing of your personal information is not necessary to pursue your legitimate interests, our legitimate interests or the legitimate interests of a third party to which the information is supplied, or if the processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that processing.
- 7.10. You have the right not to have your personal information processed for purposes of direct marketing by means of unsolicited electronic communications.

8. The Financial Intelligence Centre Act, 38 of 2001 ("FICA")

- 8.1. The purpose of FICA is "*To establish a Financial Intelligence Centre and a Money Laundering Advisory Council in order to combat money laundering activities and the financing of terrorist and related activities; to impose certain duties on institutions and other persons who might be used for money laundering purposes and the financing of terrorist and related activities; to amend the Prevention of Organised Crime Act, 1998, and the Promotion of Access to Information Act, 2000; and to provide for matters connected therewith.*"
- 8.2. Together with all other firms of attorneys in South Africa, DSA is an "*accountable institution*" in terms of FICA, which contains stringent requirements with which DSA is obliged to comply. DSA adheres to all the obligations imposed by FICA and its regulations.
- 8.3. DSA's obligations in terms of FICA are to establish and verify the identity of its clients, to keep records of business relations and transactions, to report receipts of cash above a prescribed amount to the Financial Intelligence Centre, to report suspicious transactions to the Financial Intelligence Centre, to implement internal rules consistent with our obligations under FICA, to offer compulsory FICA training to all our employees and to appoint a compliance officer.
- 8.4. DSA requires your assistance in complying with its obligations under FICA. Whilst DSA appreciates that the client identification and verification process may not always be convenient, DSA is not permitted to establish a business relationship or conclude a transaction with a client (act on behalf of a client) unless the prescribed steps have been taken to identify and verify the identity of that client. DSA may refuse to accept an instruction from a client until such time as the prescribed information and documents have been provided to DSA.

9. Use of Cookies

Cookies are pieces of information a Website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and tracking your online habits, traffic patterns, and making sure you do not receive/see the same information and/or promotional material too often. The use of cookies is an industry standard. DSA may place a cookie on your browser to store and sometimes track the information referred to above. While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website may not function properly if you refuse cookies.

10. **Use of IP Address**

An Internet Protocol (IP) address is a number that is automatically assigned to a computer whenever it is connected to the internet. DSA may log IP addresses or the location of computers on the internet. DSA may collect IP addresses for the purposes of system administration and to audit the use of the Website. DSA does not link IP addresses to personal information unless it becomes necessary to enforce compliance with the Privacy Policy or to protect the Website or its users.

11. **GOVERNING LAW**

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website 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 DSA or you against the other, arising from your accessing or use of the Website or any of these Terms and Conditions.