

PRIVACY POLICY

This Policy is effective as from 2 November 2022.

This Policy sets out how we use and protect any personal information that you provide to us when you use our website or services. We consider the access to your personal information to be a serious and sensitive matter.

If anything in this Policy is of concern to you, or should you have any questions or require any clarity herein, kindly contact us before utilizing our website or services. This Policy provides you with our contact details in the event that you wish to contact us and query any issues that you may experience with us or our website. We furthermore advise that you have the right to lodge a complaint with the relevant supervisory authority.

We may amend or vary this Policy from time-to-time by updating this page. You are thus advised to occasionally check this page to ensure you are happy with the Policy or any changes that may have been affected thereto.

By accessing any part of our website, or by providing any information to us, you provide us with consent for the use and transfer of your information, by us or any of our third parties, including cross-border transfers of your information, on the terms set out in this Policy.

When you submit personal information to us, you agree that we may process your personal information on the basis described in our terms and conditions and in this Policy. We use your personal information to contact and communicate with you in order to discuss our services; your requirements; and to answer any questions you may have with regard to our business, services, prices, and how we can help you.

DEFINITIONS

The following words and phrases bear the meanings assigned to them below and related expressions bear corresponding meaning:

“Content” means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which may be protected by copyright;

“Damages” or “Losses” means all damages or losses including, but not limited to direct, indirect, incidental or consequential damages, which shall be deemed to include, *inter alia*, injury, damage to physical property, loss of life, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses, including legal fees, whether on the scale as between attorney and own client or otherwise, tracing and collection charges, costs of investigation, interest and penalties.

“the ECT Act” means the Electronic Communications and Transactions Act 25 of 2002 (as amended) including any regulations issued in terms of the ECT Act;

“Intellectual Property” means all works, including literary works, pictorial, graphics and works of visual art, and any other work that may be the subject matter of copyright protection; advertising, marketing and promotional concepts, ideas, proposals and

slogans (whether or not subject to copyright); information; data; formulae; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, and compositions of matter, and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon;

“Intellectual Property Rights” means rights, whether registered or unregistered, including applications for and rights to obtain or use Intellectual Property;

“Personal Information” holds the meaning prescribed in the Protection of Personal Information Act, No. 4 of 2013 (as amended);

“South African Law” means the laws and regulations of the Republic of South Africa;

“Use” when used in the context of a website (whether it be the website affiliated with us or a third party website), means to visit, load in a web browser, mobile phone, or similar software application or device, or to otherwise engage with a website;

“User” means you, the website user.

LEGAL AGE AND CAPACITY

You may not use our services or accept this Policy if you lack the legal capacity to enter into a binding contract with us, *alternatively*, are a person who is not permitted to access or use our services under the laws of the country in which you are resident or from which you access our website or services; *further alternatively*, require consent or assistance of a guardian or parent to enter into a binding contract with us and to competently agree to this Policy, but have failed to obtain such consent.

By using our website or the content made available to you through our website or services (“the Content”) you warrant that you are of full legal age and capacity, alternatively, that you have been emancipated or have obtained your guardian’s consent to enter into a contract with us and thus be bound by our terms and conditions and this Policy.

COLLECTION OF PERSONAL INFORMATION

You supply any personal information to us voluntarily and free from duress or undue influence. We advise that your failure to provide us with the required personal information may result in you not being able to access the services provided by us.

We advise that, depending on which of our services you may require, we may collect the following personal information from you:

- your name and contact information, including your e-mail address and location;
- identifiers such as your identity number, passport number or company details and registration number;

- information relating to your business, including information regarding the services or products which you provide, the industries you operate within, the image, branding, corporate identity, and culture of your business, etc.;
- information relating to your professional or personal interests, demographics, income, age, previous experiences with our services, as well as your contact preferences to communicate with you further about our products and services;
- any information which has been requested from you upon engaging us for our services or when otherwise using our website or services;
- a list of services which you have indicated an interest in or have previously made use of;
- information relating to your use of our products and services;

WHAT DO WE DO WITH YOUR INFORMATION

We use the information you have provided us with to better understand your business requirements, advise you on our products and services, and improve the products and services we provide to you.

We utilize your information for the following specific purposes:

- understanding your business and the products or services that you may be interested in or require from us, in order to advise you in relation thereto;
- creating and tailoring services to best suit your business's requirements;
- providing you with information about services you have requested;
- notifying you about important changes or additions to our services;
- following up with you and as part of our customer-care procedures;
- updating our records about you; and
- keeping of internal records.

At the time you provide us with any information in response to a request from us, our request will include details regarding how such requested information will be used by us. You are entitled to withdraw your consent to us processing any of your information at any time.

Save for the direct marketing purposes referred to below, we may contact you by e-mail, phone, SMS, fax or mail in relation to the purposes set out in this section, and by providing such information, you are deemed to have agreed to us contacting you via these methods of communication. We will continue to communicate with you using

these methods of communication until you advise us in writing that you no longer wish to be contacted via certain specified methods.

We shall not distribute your details to any third parties, excluding in specific circumstances set out herein and in accordance with any appropriate disclosure requirements we may be subject to.

DIRECT MARKETING

By using our website or submitting your information to us, we may send you marketing communications (via e-mail, or telephonic call). You are entitled to opt-out of our direct marketing at any time, at which point we will refrain from sending you any direct marketing related to our services. Should you elect to opt-out of all or any direct marketing received from us, kindly e-mail us at admin@cmlegal.co.za.

If we are providing services to you, you will also be subject to the specific terms and conditions relating to the services you are being provided with.

If you are a new client, or if you have previously asked us for information on our services, we may send you information in respect of our services through our marketing communications (via e-mail or telephonic calls).

If you have provided us with personal information in order to receive marketing communications from us, we will continue to communicate with you for this purpose unless you request for us not to do so.

AUTOMATICALLY COLLECTED PERSONAL INFORMATION

When you use our website, we automatically receive and record on our server-logs certain information from your browser or mobile platform, including your location, IP address, cookie information, and the page you have requested.

SECURITY

We are committed to ensuring that your information is secure. To prevent unauthorized access or disclosure, we implement appropriate organizational and technological mechanisms that ensure the information we collect about you is safeguarded and secure.

COOKIES

Cookies are files which store information on your hard-drive or browser that allow our website to recognize that you have visited our website before.

Cookies allow you to maintain your preferences on the website, and by seeing how you use the website, we can tailor the website or services around your preferences and measure usability of the website. You are entitled to disable cookies on your browser and delete all cookies currently stored on your computer or device. You can find out how to do this for your particular browser by selecting "help" on your browser's menu.

SHARING OF INFORMATION

We shall not transfer, transmit, disclose, distribute, sell, or lease your personal information to any third party save for instances in the following circumstances:

- where you have consent, as indicated in our terms and conditions, or otherwise;
- where we are required to do so by law;
- where it is deemed by us to be in our legitimate interest;
- where it is required by our agents, affiliates, advisors, or other third parties involved in the running of accounts or services for you, or in undertaking activities linked to the operation of such accounts or services on our behalf;
- where the transfer or disclosure would otherwise be in compliance with legal requirements we are subject to including, *inter alia*, statutory or regulatory provisions.

ACCESS AND CORRECTION OF PERSONAL INFORMATION

If you think any of the information about you in our possession is incorrect or incomplete, please contact us in writing at admin@cmlegal.co.za as soon as possible. We will ensure that the information is corrected or updated as soon as reasonably possible and will restrict processing of such information in the event that you have contested the accuracy of such information for a period reasonable enough for us to verify the accuracy thereof.

You have the right to request that we restrict the processing of your personal information where: the accuracy of the personal data is contested by you, for a reasonable period enabling us to verify the accuracy of the personal data; we no longer needs the personal data for the purposes of the processing, but we are required by you for the establishment, exercise or defence of legal claims; you have validly objected to processing pending the verification whether the legitimate grounds relied upon by us override your objection.

You have the right to request our confirmation as to whether or not any of your personal data is processed by us, and, where that is the case, the right to access to the personal data and (if applicable): the purposes of the processing; the categories of personal data concerned; the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations; where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period; the existence of automated decision-making, including profiling including information about the logic involved, as well as the significance and the envisaged consequences of such processing.

KEEPING YOUR PERSONAL INFORMATION

You consent to us keeping your personal information after we have finished processing it for its original purpose. You consent to our further storing and processing of your personal information in the future for the purposes mentioned in our terms and conditions and this Policy, without further notification to you.

The criteria we will consider when determining the length of the period for which your personal information will be stored will include, but necessarily be limited to, the services that you may be interested in or require or have previously obtained from us.

We will endeavour to keep personal information in a form that permits the identification of you for no longer than is necessary for the purposes of which the personal data is being processed. You may request us to delete any of your information we are storing by making a request to us in writing.

CONTENT LICENSE

We herewith grant you a personal, revocable, worldwide, royalty-free, non-commercial, non-transferrable and non-exclusive license to access our content on our website. This license's purpose is limited to enabling you to use our website, in the manner permitted by this Policy and our terms and conditions. In the event we revoke this license, you may no longer access the website or any of our content.

You do not acquire ownership rights, or rights of use in, or to, any content by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that content except where explicitly permitted.

DISCLAIMERS AND LIMITATION OF LIABILITY

This Policy limits our legal liability in certain instances and creates obligations on you to perform certain acts. Some of the provisions herein have the effect of limiting your rights in law and conferring obligations on you.

No representations or warranties of any nature, either express or implied, in respect of the operation of the website or the content, materials, information, or products included thereon are given by us. You expressly agree that your voluntary use of our site is at your own risk. The website and our service is provided "as is" and "as available".

To the extent allowed by law, we specifically exclude any and all warranties, either express or implied, including, but not necessarily limited to, implied warranties of merchantability and regarding a product's or service's fitness for a particular purpose.

We shall reasonably endeavour to make the website and services available to you, and we shall keep the website available to you at the appropriate times.

We do not warrant that the website, its servers, or any e-mail that is sent by us is free of viruses or other harmful elements. We shall not be held liable in any way for any losses or damages of any kind, howsoever arising from the use of our website, or from the unavailability of, or any interruption in, your access to the website or our services (either wholly or partially) for any reason whatever.

INDEMNITY

You herewith indemnify us from any loss or damage that is attributable to your use or misuse of our website or services.

THIRD PARTY PRODUCTS AND SERVICES WEBSITES

Your use of third party products or services which you may link to or access through your use of our website may be subject to this Policy and/or our terms and conditions applicable to third-party products or services. It is your obligation to familiarize yourself with third parties' terms and conditions and other relevant policies, and to comply with both them, this Policy, and our terms and conditions. In the event there is a conflict between this Policy and third Party's Policy or terms and conditions, this Policy shall prevail to the extent of the conflict for the purposes of your use of our website or services.

Links to and from our website with third Party websites do not constitute our endorsement of these third-party websites or their contents, nor do we necessarily associate or affiliate ourselves with their owners or operators. You are solely responsible for identifying and familiarizing yourself with any policies and terms and conditions which will govern your relationship with third parties operating the third-party websites.

We have no control over third-party websites and are not responsible for any content, information, goods or services that are available on or through any third-party websites, or for any damage or loss sustained or allegedly sustained as a result of, or in connection with, your use of or reliance on any such content, information, goods or services available on or through any third-party websites. Where you elect to access third-party websites, you do so voluntarily and entirely at your own risk.

Your communication, interaction, engagement or transaction with any third parties referred to, or linked from or to, our website is also voluntary and entirely at your own risk, and are solely between you and that third party, including the acquisition, disposal, payment and delivery of any products or services, and any terms and conditions, warranties or representations associated with such communication, interaction, engagement or transaction.

GOVERNING LAW AND JURISDICTION

Our services are run and maintained from our offices in the Gauteng province of the Republic of South Africa. You irrevocably agree to the law of the Republic of South Africa governing such services and these terms and conditions.

You consent to the jurisdiction of the South Gauteng High Court situated in Johannesburg, South Africa, in respect of any dispute which may arise out of your use of our services and these terms and conditions.

In addition to the aforesaid, you irrevocably and unconditionally consent to the jurisdiction of the relevant Magistrates Court having jurisdiction, even though the value

of a claim which we may have against you may exceed the monetary jurisdiction of such Court.

DOCUMENTS AND NOTICES

Kindly see contact details specified in our disclosures in terms of the ECT Act below for all communication purposes under this Policy, whether in respect of court processes, notices, or other documents or communications of whatsoever nature.

Unless the contrary has been indicated in this Policy, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa.

Where any number of days has been specified in this Policy, the number of days excludes the first day and includes the last day, unless the last day falls upon a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which does not fall upon a Saturday, Sunday or gazetted public holiday in the Republic of South Africa. Any reference to a “day” refers to business days.

ECT ACT DISCLOSURES

Access to the content on our website is classified as an “electronic transaction” in terms of the ECT Act. We thus herewith advise that you have the rights detailed in Chapter VII of the ECT Act and that we have the duty to disclose the following information:

Full name and legal status: Coetzee Martinuzzi Inc (Personal Liability Company)

Physical Address and *Domicilium Citandi Et Executandi*: 3 Concorde East Road, Bedfordview, Johannesburg, 2008 South Africa

Main business: Law Firm

Website address: <https://www.cmlegal.co.za/>

Official email address: admin@cmlegal.co.za

Telephone Number: [+2783 822 5906](tel:+27838225906)

Membership of self-regulatory or accreditation bodies: Registered with Legal Practice Council (LPC)

Governing terms of use: These terms and conditions and our Privacy Policy

Costs associated with the access to and use of our website: There are no costs associated with accessing and using the website

Dispute resolution: No specific dispute resolution process

Complaints process: Please e-mail admin@cmlegal.co.za with any complaints or enquiries