



MARAIS MÜLLER HENDRICKS ATTORNEYS

TERMS AND CONDITIONS

1. Introduction

- 1.1 These terms and conditions (“Terms”) become effective when you register and utilise the online interactive collections portal of Marais Müller Hendricks Attorneys (“MMH”) and any other service which may be offered on the website, <http://www.realcollect.co.za/>.
- 1.2 This document clearly outlines the rights and duties which may arise from time to time between yourself and MMH.
- 1.3 You are required to read this document carefully and thoroughly. Should there be any part of this document that you do not understand and require clarity please contact MMH, (021) 943 5700 or send an email to info@mmha.co.za.

2. Definitions

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

| Word | Meaning |
|-------------------------------|---|
| Website | The host site which holds the interactive collections portal for Marais Müller Hendricks Attorneys, website address http://www.realcollect.co.za/ . |
| Interactive Collection Portal | Online portal affording users the ability to track and manage their accounts which have been handed over to MMH for legal collections. |
| Users | The debtor and or their authorised agent who has an active profile, having duly completed the registration process and meeting the verification requirements. |
| Emancipated | Individuals younger than 18, and by way of a court order have been given the right to act without the consent of their parent or guardians. |
| we, us, our | Marais Müller Hendricks Attorneys (“MMH”) |
| you or your | The debtor and or their authorised agent |

3. Applicability of Terms

The following **Terms and Conditions** shall apply to:-

- 3.1 Users of the Interactive Collection Portal; and
- 3.2 Any other person(s) using the portal.
- 3.3 Excluding individuals younger than 18, who do not have the necessary consent from their parent or legal guardian's, unless such individual has been emancipated.

4. Effective date of Terms

The terms take effect upon the fulfilment of one of these actions:-

- 4.1 Upon the completion of the registration;
- 4.2 Upon gaining access to use the portal;
- 4.3 During the actual use of the portal.

5. Acceptance of Terms and Conditions

- 5.1 The Interactive collection portal ("Portal") and any other services offered on this platform are provided to you subject to the following Terms, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms at any time at <http://www.realcollect.co.za/> or alternatively request a copy via email.
- 5.2 Your acknowledgment of these Terms will represent your acceptance of these Terms and that continued use of the Portal after you have been advised of revisions to these Terms shall constitute your agreement to such revised Terms and any applicable guidelines or rules.
- 5.3 Unless explicitly stated otherwise, any new features that augment or enhance the portal shall be subject to these Terms.
- 5.4 If you are a consumer as defined in the ECT Act and the goods and services you are using are not excluded from protection, you may have certain rights as a consumer under Chapter VII of the ECT Act. A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or service offered by that supplier. For more information on these rights visit Acts Online or www.acts.co.za or [http://www.acts.co.za/ect act/index.htm](http://www.acts.co.za/ect%20act/index.htm) and see Chapter VII. If you need more information about this please contact us. Nothing in this agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.
- 5.5 We reserve the right at any time and from time to time (without liability) to modify or discontinue, temporarily or permanently, the interactive collection portal (or any part thereof) with or without notice.

6. Registration and Activation

- 6.1 In order to use the portal and the services offered, you must provide certain information to us that allows us to validate your identity and verify that you are the holder of or an authorised

user on the account which has been handed over for legal collections. The information that you provide will be validated against information that we already have on file that is associated with the handover particularities received from our client, or it may be validated against information maintained by an independent third party.

- 6.2 If you are unable to provide adequate information for us to validate your identity, we have the right to refuse you activation for the portal. You warrant that the information is correct and true. Your participation, or failure to participate, does not affect the status of your accounts.
- 6.3 To be able to access the portal you must have the necessary hardware, software and access to third-party communication services. You will be responsible for paying the costs of this and the costs of any upgrades that you require. To access the portal you need to have access to a computer that has an active account with an Internet Service Provider (ISP) and an internet browser software program. You will be responsible for paying the relevant network or wireless and data service charges that you incur when using the portal via your computer. You are responsible for the equipment you use to access the portal. We have no control over the equipment or software. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the portal because of your equipment or software provided to you by third parties.
- 6.4 By accepting these Terms you authorise us to retain certain information about you, and to use this information in accordance with our Privacy Policy (see clause below). Your information will be associated with a unique identifier.
- 6.5 You agree to provide true, accurate, current and complete information about yourself as prompted by the Interactive collection portal registration form (“Activation Data”), and maintain and promptly update the Activation Data to keep it true, accurate, current and complete.
- 6.6 If you provide any Activation Data that is untrue, inaccurate, not current or complete, or if we have reasonable grounds to suspect that your Activation Data is untrue, inaccurate, not current or complete, we have the right to suspend, terminate or refuse your current or future use of portal.
- 6.7 Should you have a question regarding the Portal registration and activation process, you should direct that question to (021) 943 5700.

7. Privacy Policy

- 7.1 MMH stores your Activation Data, which will not be shared with any third party.
- 7.2 You acknowledge and agree that MMH may keep your Activation Data and also may disclose your Activation Data if required to do so by Applicable Law, as defined in clause 9.1.9, in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or is reasonably necessary to:
 - 7.2.1 comply with legal process; or
 - 7.2.2 enforce these Terms and Conditions.

8. Password and Security

- 8.1 You are solely responsible for maintaining the confidentiality of your password, Activation Data and other verification information disclosed by you on the Portal service, all activities that occur using your password, Activation Data or other verification information supplied to us or established by you through the utilisation of the portal service.
- 8.2 Since we deal with you non-face-to-face we will act on and accept all instructions done after your correct access codes have been entered and you meet the verification requirements set by us. We will assume that all such transactions have been authorized by you, even if such transactions took place without your knowledge or consent or were not authorized by you.
- 8.3 By allowing an authorized user to access your details via the portal, you give that person the authority to act as your agent. This means that anything the agent does or doesn't do will be attributed to you. In other words their actions or failure to act (omission) will be considered by us as your actions or failure to act (omission).
- 8.4 Your access information is the only way we can know you are who you say you are when you use the portal. You must keep your access information secret and safe and you must not allow anybody to use your access information.
- 8.5 You agree not to transfer or sell your use of, or access to, the portal to any third party. You agree immediately to notify MMH of any unauthorised use of your password or other verification information, or any other breach of security.
- 8.6 For security purposes, to maintain the proper functioning and safety of our systems and the portal, or to investigate or detect any unauthorized use of the portal or our systems, or when the law requires us to do so, we may monitor and record communications on the portal.

9. Your conduct

- 9.1 Your agree not to:
 - 9.1.1 impersonate any person or entity using the portal;
 - 9.1.2 upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the portal;
 - 9.1.3 spam or flood the Portal or any other services which may be offered;
 - 9.1.4 modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Portal website or service or the Software
 - 9.1.5 remove any copyright, trademark or other proprietary material contained in the portal;

- 9.1.6 “frame” or “mirror” any part of the Secure Internet Shopping Website or service without our prior written authorisation;
- 9.1.7 use any robot, spider, site search/retrieval application, or any other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Portal Website or service or its contents;
- 9.1.8 otherwise interfere with, or disrupt, the portal or servers or networks connected to the portal or violate these Terms and Conditions or any requirements, procedures, policies or regulations of the portal or of any networks connected to portal; or
- 9.1.9 intentionally or unintentionally violate any applicable local, national or international statutes, regulations, regulatory guidelines and judicial or administrative interpretations, or any rules or requirements established by us (all of which shall constitute “Applicable Law”) in connection with your use of website.

10. Liability

- 10.1 You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the portal or website.
- 10.2 Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as (for illustration purposes only) any damage to your computer or telephone service resulting from your use of the Portal.
- 10.3 We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from the Website.
- 10.4 We will not be liable for any financial loss and/or damages that you may suffer as a result of any transaction concluded by you and/or those authorised by you to use your Activation Data, your password or other verification information for the Portal.

11. Termination

- 11.1 We can terminate these terms and conditions at any time or end your right to use the portal after giving you reasonable notice. This will not affect instructions given to us using the portal before the terms ceased to apply.
- 11.2 We can also end this agreement and your right to use the portal immediately if any one or more of the following happens:
 - 11.2.1 If you commit fraud or we suspect you have done so.
 - 11.2.2 If we believe that your behaviour was inappropriate or constitutes misconduct.

12. Notice

- 12.1 Notices to you may be made via email, sms or regular mail to any address or number in your Activation Data or other information that you have provided to us. You may also be notified of changes to these Terms or other matters by notices displayed on or links to notices displayed on <http://www.realcollect.co.za/>

13. General Information

- 13.1 These Terms constitute the entire agreement between you and us regarding your use of the portal and govern your use of the portal superseding any prior agreements between you and us regarding your use of the portal.
- 13.2 These Terms and the relationship between you and us shall be governed by the laws of South Africa without regard to its conflict-of-laws provisions. You and us agree to submit to the personal and exclusive jurisdiction of the courts located within South Africa.
- 13.3 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the other provisions of these Terms shall remain in full force and effect.
- 13.4 Certain information, including your account balance information that is made available to you on the portal may be delayed and may not show your recent transactions. You can confirm the account balance information by contacting us.
- 13.5 You are responsible for giving us correct and complete information and instructions when you use the portal. Unfortunately we are unable to and do not check or confirm any information.
- 13.6 Unless we actually make an offer to you, all material on the portal is only an invitation to you. Nothing on the portal is given as advice or an offer which is meant to get you to buy or sell anything, or enter into any transaction.
- 13.7 You can access the portal seven days a week, 24 hours a day. However, at certain times, the portal may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. We may stop providing the portal or any services provided on the portal at any time. You agree that a notice published on the website will be sufficient notice to you.
- 13.8 Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs. In any proceedings or dispute, our records certified as correct by MMH's employee in charge of the portal, will be sufficient proof of any instructions you have provided or transaction you have performed on the portal, unless you can prove otherwise. While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our Terms with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage. Every clause of the Terms is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the Terms are invalid. The rest of the Terms will still apply. Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used. These Terms will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws provisions.