

Website terms and conditions of use

1. This document sets out the terms and conditions ("Terms") of pertaining to the access and use of the information, products, services and functions provided on www.fincklaw.com ("Website").
2. Should any person that accesses the Website, you, ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
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 services.
4. Finck Attorneys 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 Finck Attorneys from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
5. 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.
6. If there is anything in these Terms that you do not understand then please contact us as soon as possible – see 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.

Content of the website

7. Finck Attorneys 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.
8. Finck Attorneys reserves the right to change and amend the products, courses, prices and rates quoted on this Website from time to time without notice.
9. Finck Attorneys may use the services of third parties to provide information on the Website. Finck Attorneys has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that Finck Attorneys and its online partners shall not be liable for any injuries, losses or damages that may arise from the user's reliance on it, howsoever these may arise.
10. Finck Attorneys 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:
11. Finck Attorneys 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. Finck Attorneys expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;
12. whilst Finck Attorneys 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 this 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
13. Finck Attorneys disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Finck Attorneys receives it and statements from external parties are accepted as fact.

Linked third party websites and third party content

14. Finck Attorneys may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Finck Attorneys does not endorse, nor does the inclusion of any link imply Finck Attorney's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
15. While Finck Attorneys tries to provide links only to reputable websites or online partners, Finck Attorneys 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 Finck Attorneys. Finck Attorneys 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.

16. You agree that Finck Attorneys 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.

Usage restrictions

17. The user hereby agrees that it shall not itself, nor through a third party:
 - 17.1. 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 course material for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
 - 17.2. decompile, disassemble or reverse engineer any portion of the Website;
 - 17.3. write and/or develop any derivative of the Website or any other software program based on the Website or any course material;
 - 17.4. modify or enhance the Website or any course material. In the event of a user effecting any modifications or enhancements to the Website or any course material in breach of this clause, such modifications and enhancements shall be the property of Finck Attorneys;
 - 17.5. without Finck Attorneys's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website or any course material by persons other than the user;
 - 17.6. remove any identification, trademark, copyright or other notices from the Website or any course material;
 - 17.7. 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
 - 17.8. notwithstanding anything contained to the contrary in these Terms, use the Website, or any course material for any purpose other than personal, non-commercial and information purposes, unless the contrary is permitted by Finck Attorneys via prior written consent.

Security

18. In order to ensure the security and reliable operation of the services to all Finck Attorneys' users, Finck Attorneys 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.
19. You may not utilise the Website in any manner which may compromise the security of Finck Attorneys' 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 Finck Attorneys suffer any damage or loss, civil damages shall be claimed by Finck Attorneys against the user.
20. 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 Finck Attorneys and its affiliates, agents and/or partners.

Intellectual property rights

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

22. "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 Finck Attorneys, now or in the future, including without limitation, Finck Attorneys' 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.
23. 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, Finck Attorneys and as such are protected from infringement by local and international legislation and treaties.
24. By submitting reviews, comments and/or any other content (other than your personal information) to Finck Attorneys for posting on the Website, you automatically grant Finck Attorneys 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.
25. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
26. Except with Finck Attorneys' express written permission, no proprietary material from this Website may be copied or retransmitted.
27. Irrespective of the existence of copyright, the user acknowledges that Finck Attorneys 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.
28. Finck Attorneys authorises you only to view, copy, temporarily download to a local drive and to print the content of this 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, unless the contrary is permitted by Finck Attorneys via prior written consent.

29. Risk, limitation of liability and indemnity

30. In these terms and conditions, any reference to this website, shall include the courses and products offered by Finck Attorneys.
31. The user's use of this 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.
32. 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 Finck Attorneys be liable for any loss, harm, or damage suffered by the user as a result thereof. Finck Attorneys reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Finck Attorneys deem it necessary.
33. To the extent permissible by law:
 - 33.1. Neither Finck Attorneys, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, or injuries 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, even if Finck Attorneys knows or should reasonably have known or is expressly advised thereof.
 - 33.2. The liability of Finck Attorneys 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 Finck Attorneys rectifying the malfunction, within a reasonable time and free of charge, provided that Finck Attorneys 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 website without the prior written approval of Finck Attorneys. However in no event shall Finck Attorneys 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.

33.3. You hereby unconditionally and irrevocably indemnify service pro-vider and agree to hold Finck Attorneys free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Finck Attorneys or instituted against Finck Attorneys as a direct or indirect result of:

33.3.1. your use of the website;

33.3.2. software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Finck Attorneys;

33.3.3. your failure to comply with any of the terms or any other requirements which Finck Attorneys may impose from time to time;

33.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

33.3.5. any unavailability of, or interruption in, the service which is beyond the control of Finck Attorneys.

34. Finck Attorneys makes no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against Finck Attorneys for any LOSS suffered by you, as a result of information supplied by Finck Attorneys being incorrect, incomplete or inaccurate.

35. Finck Attorneys' business is that of equipping and training persons in aspects of fitness and wellness and the education thereof. This may include exercise and dietary routines. The waivers herein apply equally to these aspects and you hereby release and discharge Finck Attorneys, its owners, employees and all other persons authorised by Finck Attorneys from all claims that you and your dependants may have for any injury (including injury resulting in death), however caused, sustained by you and for any loss or damage, however caused, of or to your personal belongings suffered at any time during the course of your instruction or while participating in any activity associated with the courses and products provided by Finck Attorneys for any purpose whatsoever.

Confidentiality

36. 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 Finck Attorneys. You shall notify Finck Attorneys should you discover any loss or unauthorised disclosure of the information.

37. Any information or material sent to Finck Attorneys will be deemed not to be confidential, unless otherwise agreed in writing by the user and Finck Attorneys.

Breach or cancellation by Finck Attorneys

38. Finck Attorneys 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 Finck Attorneys' right to claim damages, should any user:

38.1. breach any of these Terms;

38.2. in the sole discretion of Finck Attorneys, use the Website in an unauthorised manner; or

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

39. Breach of these Terms entitles Finck Attorneys to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Finck Attorneys on an attorney and own client scale.

Compliance with section 43(1) of ECT Act

40. In compliance with section 43(1) of the ECT Act, our contact details are as follows:

Tarn Finck – Attorney

Tel: (012) 440-1239 /440-2239 | Fax: (012) 341-2138 | E-mail: tarn@fincklaw.com



Finck Attorneys

7 Ebbard Lane | Muckleneuk | Pretoria 0002
P.O. Box 83688 | Doornpoort 0017

Compliance with laws

41. You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Website.

Notices

42. Except as explicitly stated otherwise, any notices shall be given by email to: **tarn@fincklaw.com** (in the case of Finck Attorneys) or to the e-mail address you have provided to Finck Attorneys (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. 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.

General clauses

43. 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.
44. This Website is controlled, operated and administered by Finck Attorneys from its offices within the Republic of South Africa. Finck Attorneys 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 this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
45. Finck Attorneys does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
46. 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.
47. Finck Attorneys' failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
48. 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 Finck Attorneys.
49. No party shall 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.
50. These Terms set forth the entire understanding and agreement between Finck Attorneys and you with respect to the subject matter hereof.