

LEGACYVOICE (PTY) LTD
WEBSITE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **“ECTA”** means the Electronic Communications and Transactions Act, 25 of 2002 and any associated regulations as amended or replaced from time to time;
- 1.2. **“Electronic Communication”** means a communication by means of a data message as per ECTA;
- 1.3. **“Information and Documents”** means any information and documents which are uploaded in digital form by the User onto LV’s Website for storage, including but not limited to; videos, voice messages, wills, codicils, financial documents, confidential information, instructions and/or letters;
- 1.4. **“Intellectual Property”** means:
- 1.4.1. any and all rights in any patents, trademarks, service marks, registered designs, applications, trade, business and company names, internet domains names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
 - 1.4.2. rights under licenses, consents, orders, statutes or otherwise in relation to a right in 1.4.1 above,
 - 1.4.3. rights of the same or similar effect or nature as to those in paragraph 1.4.1 and 1.4.2 which may subsist now or at any time in the future; and
 - 1.4.4. the right to sue for past infringements of any of the foregoing rights.

- 1.5. **“LV/we/us”** means Legacyvoice (Pty) Ltd, with registration number 2021/1897415/07, a company duly registered in accordance with the company laws of the Republic of South Africa and with registered address at 9 Whitehead Street, Witfield, Boksburg, Gauteng, South Africa;
- 1.6. **“Notifications”** means the various communication as sent by LV to the User on a monthly basis to confirm the status of the User;
- 1.7. **“Privacy Policy”** means LV’s Privacy Policy which may be viewed at [insert link];
- 1.8. **“POPIA”** means the Protection of Personal Information Act, 4 of 2013, and any associated regulations as amended or replaced from time to time
- 1.9. **“Services”** means the storage of information and documents, such as files, messages, videos, contacts and any similar data and information, that the User has uploaded to LV’s Website to be released by LV to the nominated persons upon the happening of a Trigger Event;
- 1.10. **“Terms and Conditions”** means these terms and conditions as amended from time to time;
- 1.11. **“Third Party Websites”** means any website or application that is not in any way operated or controlled by LV and includes payment platforms;
- 1.12. **“Trigger Event”** means;
 - 1.12.1. the death of a User; and/or
 - 1.12.2. any defined event, upon the happening of which, the User has expressly instructed LV to perform a specific action.
- 1.13. **“Website”** means LV’s website which may be accessed at <https://www.legacy-voice.com/>;

1.14. **“you/your”** means a qualifying User of this Website; and

1.15. **“User”** means a person with a registered profile with LV who has paid the necessary subscription.

2. INTRODUCTION

2.1. **LegacyVoice (Pty) Ltd (“LV/us/we”)** is a website that provides the defined Services, to all Users who register a profile on the Website and have an active subscription.

2.2. Prior to being able to complete your registration on LV’s Website, you will be required to accept these Terms and Conditions.

2.3. Should you not wish to accept these Terms and Conditions you will not be able to register on the Website nor utilize LV’s Services.

2.4. **PLEASE NOTE THAT** by making use of LV’s Services, Website, associated websites, or mobile applications, you agree that you have read, understood, and accepted the Terms and Conditions as contained herein as well as any other terms and conditions posted on our Website, including but not limited to our Privacy Policy and this creates a valid and binding agreement between you and LV.

2.5. LV may, at its sole discretion, make amendments to these Terms and Conditions from time-to-time which amendments will come into force and effect upon publication of the amended Terms and Conditions on the Website and it is your responsibility to ensure that you keep up to date with the amendments hereto. Each amendment to these Terms and Conditions will include a date on which they have been published and this is the date on which they shall be deemed to have come into force and effect.

- 2.6. By accepting these Terms and Conditions you also agree to accept and be bound by any amendments which may be made. In any event, your continued use of the Website shall be deemed to constitute your acceptance of any amendments to these Terms and Conditions which are made from time to time.
- 2.7. A certificate (letter) signed by the administrator of this Website is *prima facie* proof of the date and content of the latest, and any previous, versions of these Terms and Conditions and other terms and conditions published on this Website from time to time.
- 2.8. Should you be unable to understand the contents of these Terms and Conditions or any other terms and conditions as published on this Website, or should you have any queries then please contact us on info@legacy-voice.com.

3. REGISTRATION ON LV'S WEBSITE

- 3.1. Before you are entitled to utilize the Website you must register a profile with LV, and we must accept your registration.
- 3.2. By registering a profile on the Website, you hereby warrant that you are above the age of 18 (eighteen) and hold full legal capacity to enter into agreements and accept the Terms and Conditions herein as well as any other terms and conditions which may be published on this Website from time to time.
- 3.3. If you are under the age of 18 (eighteen) you **MAY NOT** use this Website.
- 3.4. LV may accept or reject your registration at its sole discretion and judgment, without the need to provide reasons for such acceptance or rejection.

- 3.5. To register with LV, you will be required to create a unique user name and password and will be required provide particular personal information which may include but is not limited to;
 - 3.5.1. your name and surname;
 - 3.5.2. your identity number;
 - 3.5.3. your email address(s);
 - 3.5.4. your physical address;
 - 3.5.5. your mobile number;
 - 3.5.6. your banking details; and/or
 - 3.5.7. your credit card details.
- 3.6. By entering any and all personal information on LV's website, registering with the Website, creating a profile, uploading data, or by accepting this Agreement you consent to the processing of your personal information by LV in terms of POPIA.
- 3.7. Should your personal information change, please inform us and provide us with the relevant updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 3.8. You may choose to provide additional personal information to us, as well as the personal information of third parties, in which event you warrant that you have the necessary consent and authority to do so, agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

3.9. Your privacy and security of personal information is of great importance to LV. We respect your privacy and will take all necessary and reasonable measures to protect it. The terms and conditions relating to privacy can be found in the Privacy Policy as published on our website from time to time.

3.10. Subject to what is said below, we will not, without your express consent, use your personal information or the personal information of any third party supplied by yourself for any purpose other than as set out below:

3.10.1. to provide you with the Service;

3.10.2. in relation to the Service, ascertaining your status to ensure that you are still alive;

3.10.3. to contact you regarding current or new goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);

3.10.4. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us).

3.11. Subject to what is said below, we will not, without your express consent, disclose your personal information to any third party other than to:

3.11.1. our employees and/or third-party service providers who assist us to interact with you via our Website, email or any other method;

3.11.2. our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new

services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

3.11.3. law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions; and

3.11.4. our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit.

3.12. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, we are entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

3.13. We will:

3.13.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

3.13.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access;

- 3.13.3. provide you with access to your personal information to view and/or update personal details;
 - 3.13.4. promptly notify you if we become aware of any unauthorised use, disclosure, or processing of your personal information;
 - 3.13.5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 - 3.13.6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
- 3.14. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 3.15. We undertake never to sell or make your personal information available to any third party other than as provided for in these Terms and Conditions and the published Privacy Policy.
- 3.16. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 3.17. If you disclose your personal information to a third party, such as an entity that operates a website linked to this website or anyone other than us, we shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your

personal information. You should always ensure that you read the privacy policy of any third party.

3.18. While LV takes all reasonable measures to secure a User's security and privacy, the User who registered a profile with LV is responsible for any activity that occurs on the Website through that User's log-in credentials. Therefore, to maintain control over the User's profile the User should not share any of their login credentials with any third party and LV will not be liable for any unauthorized access to the Website where the User has done so.

3.19. Whenever the correct login credentials are entered into the Website, LV shall assume that the User is the person accessing that User's profile on the Website.

3.20. Should the User provide their login credentials to a third party, the User will be responsible for all actions of that third party on the Website, including access to any confidential information and documents or any payments made.

3.21. LV is required to retain certain personal information of the User which will be collected and stored as set out in the Privacy Policy. All other information, including any documents uploaded by the User, will be stored on an external server and LV will not have access to this information, including any documents uploaded by the User.

3.22. As the User, you are responsible for updating and maintaining the accuracy of the information provided to LV.

3.23. LV may, at its sole discretion, terminate or suspend your profile where LV has any concerns relating to the accuracy of the information provided by the User.

4. INFORMATION ON LV'S WEBSITE

- 4.1. All information contained on LV's Website, or any related site, is only intended to provide you with general information about us, our products, our services, and our vision and should not be substituted for legal or financial advice.
- 4.2. All information is provided "as is" and you should not rely on such information or treat it as advice. You should always consult with an appropriate person before doing anything based on any information on this website.
- 4.3. Please note that your use of the Website and any communication related thereto does not constitute "privileged communications" as between a professional and their client.

5. YOUR USE OF LV'S WEBSITE

- 5.1. You agree that you will not, in any way, use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website.
- 5.2. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify this Website or the information contained herein, without prior written consent from LV.
- 5.3. You may not at any time attempt to or actually; alter, reverse-engineer, modify, circumvent, amend, tamper with or change any part of this Website and/or any security features of this Website.
- 5.4. You may not use this Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

5.5. You agree not to:

5.5.1. use this Website for illegal or inappropriate purposes;

5.5.2. interfere with or disrupt the proper operation of this Website;

5.5.3. attempt to gain unauthorised access to this Website, system, or any other part of this Website you do not have the right to access; and

5.5.4. convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious, or otherwise objectionable or offensive material of any kind or nature.

5.6. LV will use reasonable endeavours to maintain the availability of the Website, except for during scheduled maintenance periods.

5.7. LV may, however, change, limit the functions, suspend or close the Website temporarily or permanently without providing you with notice of our intention to do so.

5.8. LV makes no express or implied representation or warranty:

5.8.1. that the Website will be available for access at all times, or at any time on a continuous uninterrupted basis;

5.8.2. as to the operation, quality, or functionality of the Website;

5.8.3. that the Website will be free of errors or defects; and

5.8.4. that the Website is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

6. LV'S SERVICES

- 6.1. LV's Services include the storage of Information and Documents, such as files, messages, videos, contacts and similar data and information, that the User has uploaded to LV's Website to be released to the nominated persons upon the happening of a Trigger Event.
- 6.2. The Information and Documents which are uploaded by the User are confidential and LV, their employees, affiliates, suppliers and third parties do not have access to the Information and Documents.
- 6.3. The Information and Documents are hosted securely with Xneelo, a third party service provider, and further information, including their terms and conditions may be found at <https://xneelo.co.za/>.
- 6.4. The User is responsible for the Information and Documents which are uploaded onto LV's Website and it is the User's responsibility to ensure that the Information and Documents are accessible and kept up to date at all times.

7. TRIGGER EVENTS

- 7.1. LV will communicate with the User monthly to ensure that the User is still alive, it is the User's responsibility to ensure that their contact details are kept up to date at all times and to reply to this communication.
- 7.2. Should LV receive confirmation that the Trigger Event has occurred, LV will release the Information and Documents to the relevant parties as per the User's instructions.
- 7.3. Should LV not receive communication in response to its monthly communication and should LV be unable to ascertain if a Trigger Event has occurred, LV will act under the assumption that a Trigger Event has occurred and will release the information and documents as per the User's

instructions to the nominated persons. LV will in no way be liable for any erroneous release of this information unless such release is found to be grossly negligent.

8. SUBSCRIPTION PAYMENTS

- 8.1. LV supplies the Services to the User in return for consideration in the form of a yearly subscription.
- 8.2. The User may not utilize LV's Website and Services without a valid subscription.
- 8.3. Subscriptions are payable yearly in advance and are automatically renewable prior to the expiry of the subscription current unless instructions are received from the User to cancel or the last authorized Trigger Event occurs.
- 8.4. LV reserves its right to review, increase or amend its subscriptions payable at their sole and absolute discretion.

9. TERMINATION OF THE SERVICES

- 9.1. The Services will automatically terminate:
 - 9.1.1. where the subscription payable is not received by LV from the User,
 - 9.1.2. where the User does not respond to the Notifications as sent by LV to the User and LV releases the User's supplied information and documents to the nominated parties, and
 - 9.1.3. upon the happening of the last authorized Trigger Event.

- 9.2. Where the subscription payable is not received by LV from the User, the Information and Documents will only be retained for a period of 2 (two) weeks, whereafter they will be deleted and will be unable to be retrieved.
- 9.3. Where the User does not respond to the monthly Notifications sent by LV and the Information and Documents are supplied to the nominated parties, or upon the happening of the last authorized Trigger Event, the Information and Documents will be retained for a period of 1 (one) month whereafter they will be deleted and will be unable to be retrieved.
- 9.4. Should the User wish to terminate LV's Services, the User may at the User's discretion submit a request for the cancellation of their subscription with LV.
- 9.5. In the event of early termination, the User shall be entitled to a pro-rata refund of the subscription fee paid, minus any bank charges which may be applicable, which is payable to the User within 2 (two) weeks of the User submitting a request for the cancellation of their subscription. .

10. **LV'S INTELLECTUAL PROPERTY**

10.1. The contents of this website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in the Website ("**Website Content**") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of LV, its advertisers and/or sponsors and/or is licensed to us.

10.2. **You will not acquire any right, title or interest in or to this website or the Website Content.**

10.3. You may view such content and copy it onto a computer or other device or storage media and you may print and make paper copies of it, but only if:

10.3.1. it is for the purposes of deciding or using our Services or products;

10.3.2. it is not used for any commercial purposes; and

10.3.3. any copy of the content from any part of our website must show our copyright notice.

10.4. Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

11. LINKING TO THIRD PARTY WEBSITES

11.1. The Website may contain links or references to other websites (“**Third-Party Websites**”), including those of service providers, which are outside of our control.

11.2. These Terms and Conditions do not apply to those Third-Party Websites and LV is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

11.3. Notwithstanding the fact that this Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained therein.

11.4. LV does not give any warranty about any other website, software or hardware, including their security or performance.

12. AVAILABILITY, CLOSING SUSPENDING OR LIMITING THE WEBSITE

12.1. LV will use reasonable endeavours to maintain the availability of the Website, except for during scheduled maintenance periods.

12.2. LV may, however, change, limit the functions, suspend or close the Website temporarily or permanently without providing you with notice of our intention to do so.

12.3. LV makes no express or implied representation or warranty:

12.3.1. that the Website will be available for access at all times, or at any time on a continuous uninterrupted basis;

12.3.2. as to the operation, quality or functionality of the Website;

12.3.3. that the Website will be free of errors or defects; and

12.3.4. that the Website is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property.

13. ELECTRONIC COMMUNICATIONS

13.1. When you register a profile on this Website or send emails to us, you consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our Privacy Policy.

14. RISK OF SENDING INFORMATION OVER THE INTERNET

14.1. There is always a risk when sending information over the internet.

14.2. LV undertakes to take all reasonable steps to limit these risks, however, we cannot stop all illegal activities. We are not responsible for any loss or damage you may suffer as a result of sending information over the internet.

15. **DISCLAIMER AND LIMITATION OF LIABILITY**

15.1. LV cannot be held liable for any inaccurate information published or displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of LV, our employees, agents, or authorised representatives.

15.2. LV shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, this Website or the content contained on the Website; or your inability to use the Website, and/or unlawful activity on the Website and/or any linked Third-Party Website.

15.3. You hereby indemnify LV and any of its associated companies against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this Website and/or any linked Third-Party Website.

15.4. Any liability that LV may have to a User shall be limited to the amount of the subscription payment actually paid by the User to LV for the subscription period.

16. **GOVERNING LAW AND JURISDICTION**

16.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the **laws of the Republic of South Africa**.

16.2. Your continued use of this 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 party against the other, arising from any of these Terms and Conditions.

17. DISPUTE RESOLUTION

17.1. Should there be any dispute directly related to this Website or any of our Services or products will be decided by arbitration.

17.2. Any arbitration will be held and dealt with in terms of the rules of the Arbitration Foundation of South Africa.

18. NOTICES

18.1. LV hereby selects 9 Whitehead Street, Boksburg, Gauteng as its physical address for the service of all formal notices and legal processes in connection with its Services and products and these Terms and Conditions. LV may change this address from time to time by updating these Terms and Conditions.

18.2. LV hereby selects info@legacy-voice.com as its electronic address for the service of all formal notices and legal processes in connection with these Terms and Conditions and hereby consents to electronic service in terms of the ECTA. We may change this address from time to time by updating these Terms and Conditions.

18.3. The User hereby accepts that the electronic address provided upon the registration of a profile is the chosen electronic address for the service of all formal notices and legal proceedings in connection with these Terms and Conditions and the User, when supplying such electronic address, consents to electronic service in terms of the ECTA.

18.4. Notices must be sent either by hand, prepaid registered post, or email and must be in English.

18.5. All notices sent –

18.5.1. by hand will be deemed to have been received on the date of delivery;

18.5.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting; and

18.5.3. by email, will be deemed to have been received on the date indicated in the “Read Receipt” notification. All email communications between you and us must make use of the “read receipt” function to serve as proof that an email has been received.

19. **GENERAL**

19.1. We may, at our sole discretion, at any time and for any reason and without prior written notice, choose to suspend or terminate the operation of this Website or the user’s right to use this Website or any of its contents subject to us processing any orders then already made by you.

19.2. You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

19.3. Any failure on the part of you or us to enforce any right in terms hereof shall not constitute a waiver of that right.

19.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

The headings in these Terms and Conditions are only for information. They are not to be considered when interpreting any clause in these Terms and Conditions.

20. LEGACY VOICE INFORMATION

20.1. For the purposes of the ECTA, LV's information is as follows, which should be read in conjunction with its service and product descriptions and other terms and conditions contained on the Website:

Full name: Legacyvoice (Pty) Ltd

Main business: The storage of Information and Documents to be released upon the happening of a Trigger Event

Physical address for receipt of legal service (also postal and street address): 9 Whitehead Street, Boksburg, Gauteng

Office bearers: Linda Macaulay

Phone number: +27 79 480 2771

Email address: info@legacy-voice.com

Website: <https://www.legacy-voice.com>