



Tech Law

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WEBSITE TERMS OF USE

Please read the following Terms of Use ("Terms") carefully before utilising Zella Tech Law's Website ("the Website"). Use of the Website indicates that You ("the User") have understood and agree to be bound by these Terms. Our Privacy Policy, which is also available on Our Website, is incorporated by reference into these Terms and is subject to these Terms.

Zella Tech Law may amend these Terms at any time. All amended Terms shall be effective automatically and immediately upon the posting of the revised Terms, and any subsequent activity in relation to the Website shall be governed by such amended Terms and conditions of usage. You are advised to regularly review these Terms for any updates and amendments.

If You do not agree to these Terms, please do not use the Website, or alternatively contact Our Information Officer, Komeszni Patrick at komeszni.patrick@zellatl.co.za.

These Terms were last revised on 20/08/2025.

For any other enquiries, please contact Our Information Officer.

1. DEFINITIONS

The following definitions apply to these Terms:

- 1.1. **"Applicable Data Protection Laws"** shall mean all legislation, regulations or guidance notes in the Republic of South Africa protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the Processing of Personal Information. This includes South Africa's Protection of Personal Information Act 4 of 2013 ("POPIA") and the Promotion of Access to Information Act 2 of 2000 ("PAIA").
- 1.2. **"Child/Children"** shall mean the natural person under the age of 18 (eighteen) years.
- 1.3. **"Competent Person"** shall mean the specific terms used in South Africa and refers to the parent or legal guardian and shall hold the meaning ascribed to it in the Applicable Data Protection Laws, in the event of any conflict between such definitions, the definition most favourable to the protection of the Data Subject shall apply.
- 1.4. **"Content"** shall mean to include without limitation, any audio, blogs, data, figures, illustrations, images, information, interactive features, text, resources, videos, PDFs, in whole or in part housed or contained, displayed, provided or otherwise made available on or through the Website by us.
- 1.5. **"Electronic Signatures"** shall mean data attached to, incorporated in or logically associated with other data and which is intended by the User to serve as a signature, as defined in the Electronic Communications and Transactions Act 25 of 2002.
- 1.6. **"Intellectual Property"** shall mean collectively all copyrights, patents, trademarks, logos, style names, slogans, designs, models, methodologies, Know-How, inventions, trade and business secrets and any other type of intellectual property as now existing or to be created in future (whether registered or unregistered including applications for and rights to obtain, use or protect) which are used or held, whether or not currently, in connection with Us or Our Website.

- 1.7. **"Know-How"** shall mean all ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes, and methods used in connection with the Website and/or Our business, and all available information regarding marketing and promotion of Our Services, and all and any modifications or improvements to any of Our Services which do not constitute entirely services.
- 1.8. **"Personal Information"** shall mean Personal Information as defined in the Protection of Personals Information Act, 2013.
- 1.9. **"Services"** shall mean the expert guidance and tailored solution services provided by Zella Tech Law to clients in the technology sector and/or working with different types of technology and include legal advisory, mentoring and coaching as well as research and development.
- 1.10. **"Social Media Pages"** shall mean Zella Tech Law's official profiles and/or accounts on social media platforms, namely LinkedIn, Instagram and TikTok which We use to build brand awareness, engage with Our Users, share Content, and promote Our Services
- 1.11. **"Terms"** shall mean these terms that outline the acceptable use of Our Website, including the rights, responsibilities, and limitations for You as the User when using of our Website.
- 1.12. **"Third-Party"** shall mean any other natural or juristic person that is not You, or Ourselves.
- 1.13. **"User/You/Yourselves"** shall mean a natural person who uses Our Website for informational purposes and to receive the Services.
- 1.14. **"Website"** shall mean Zella Tech Law's website located at www.zellatl.co.za and is owned by Zella Tech Law.
- 1.15. **"Zella Tech Law"** shall mean Zella Tech Law (Pty) Ltd, a private company registered in terms of the laws of the Republic of South Africa situated at 63 Peter Place, Bryanston, Johannesburg.

2. ELECTRONIC SIGNATURES

- 2.1. You hereby agree that when You make use of our Website, You are communicating with us electronically. This includes, without limitation, sending communications from Your desktop computer, laptop or mobile device. You hereby consent to receive communications from us electronically and agree that all agreements and consents can be signed electronically. You acknowledge and agree that all notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement for such notices.
- 2.2. You agree to be bound by any affirmation, assent, communication or agreement that You transmit through the Website, including but not limited to any consents You provide to us in order to receive communications from us solely through electronic transmission.
- 2.3. You agree that, when in the future You click on "I agree," "I Consent," "Submit," or other similarly worded "button" or entry field with Your mouse, keystroke or other computer device, You have concluded an agreement with us which is legally binding and enforceable and the legal equivalent of Your handwritten signature.

3. USE OF THE WEBSITE

- 3.1. This Website is not intended for use by Children. You must be at least 18 (eighteen) years of age before You can use this Website. If you are under the age of 18 years old, please do not use this Website or any of the Services offered by Us, unless You have obtained a Competent

Person's consent to do so. A Competent Person refers to your parent and/or legal guardian who is an adult (i.e. above 18 years old).

- 3.2. You hereby warrant that You are over the age of 18 (eighteen) and have the legal capacity to accept these Terms Yourself or on behalf of any Third Party You represent in connection with Your use of the Website. We assume no responsibility for liabilities related to age misrepresentation.
- 3.3. You may not use the Website for any purpose that is unlawful or prohibited by these Terms, as amended and updated from time to time, or any other conditions or notices that are made available on the Website. Unauthorised use of this Website may result in Us instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
- 3.4. Do not use our Website if You do not agree to these Terms. Your continued use of the Website after the amended and updated Terms are effective is evidence of the fact that You have read, understood, and agreed to those updated Terms.
- 3.5. In order to provide our Website and Services to You, You acknowledge and agree that we have a dependency on Third Party services providers, who assist us with our Website functionality and analytics. You agree that we shall not be held liable for any failures to render the services attributable to such Third Party service providers.
- 3.6. Our Website is controlled by our Third Party service providers from their facilities in South Africa. We make no representations that the Website is suitable or available for use in other countries. If You are accessing or using this Website from other countries or jurisdictions, You do so at Your own risk and You are responsible for compliance with the respective country's local laws. Kindly refer to our Privacy Policy for more information on trans-border flow of Your Personal Information.
- 3.7. While we shall make every effort is made to ensure that the Website is operational, we make no representations or warranties that access to the Website will be uninterrupted. We may carry out maintenance or introduce new facilities and functions from time to time. You therefore agree and accept that as a result thereof, there may be specific interruptions and unavailability of the Website.
- 3.8. We take no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.
- 3.9. Zella Tech Law reserves the right to withdraw or amend the Website without notice.

4. IMPERMISSIBLE USES

- 4.1. When using the Website, Users agree not to do any of the following:
 - 4.1.1. Use the Website in any way, or to any effect, that is fraudulent or that breaches any law or regulation;

- 4.1.2. Use or transfer Content on the Website that You do not have the right to use or transfer under Intellectual Property laws, confidentiality and/or privacy obligations, or in terms of any other applicable legislation;
- 4.1.3. Use or transfer content that contains software viruses or any other harmful computer code, files or programs designed to interrupt, destroy or limit the functionality of the Website, any computer software or hardware that interferes with, or disrupts the Website or servers and/or networks connected to the Website that infringe any requirements, procedures, policies or regulations of networks connected to the Website;
- 4.1.4. Attempt to gain unauthorised access to the Website, computer systems or networks connected to the Website, through hacking, password mining, using any malicious or damaging software such as viruses, trojans and worms, or any other means;
- 4.1.5. Upload, post, transmit or share any information that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable;
- 4.1.6. Interfere with any other User's use and enjoyment of the Website;
- 4.1.7. Use or attempt to use another Third Party's Personal Information in any way that You are not authorised to under the Applicable Data Protection Laws, and/or without obtaining consent from that Third Party for such use;
- 4.1.8. Remove, circumvent, disable, damage, or otherwise interfere with any security-related features that enforce limitations; and
- 4.1.9. Use, remove or attempt to use or remove any copyright, trademark, or any other Intellectual Property assets, whether registered or not on the Website.
- 4.2. We reserve the right to seek all remedies available at law for violations of these Terms, and to take any action which we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other Third Parties, and disclosing any Personal Information such as Your IP address as is necessary to such persons.
- 4.3. If You breach these Terms, Your permission to use the Website terminates immediately.

5. PRIVACY

- 5.1. We are entrusted with responsibly handling, processing and storing Your Personal Information and/or data that we collect through the Website, and we agree to use Your Personal Information in accordance with our Privacy Policy which is in line with the Applicable Data Protection Laws. By accessing and using the Website, You warrant that You have read, understood, and accepted the terms in our Privacy Policy, and that You consent to us collecting, processing and storing Your Personal Information.
- 5.2. You, warrant that You are not Impersonating another natural and/or juristic person when submitting Personal Information and/or are falsely stating or otherwise misrepresenting Your affiliation with such natural and/or juristic person. Should You make use of Personal Information belonging to a Third Party, You hereby warrant that You have obtained that Third Party's consent to do so, or that You are otherwise authorised to use such Personal Information when accessing and using our Website.
- 5.3. If we are required to provide a Third-Party with Your Personal Information (whether by subpoena or otherwise), we will use reasonable means to notify You promptly of that event

(on condition that we have collected and retained an email address for You) unless such notification is prohibited by law, or we are otherwise advised not to notify You by our legal counsel.

- 5.4. We will not disclose Your Personal Information to any Third Parties other than the relevant service providers who are authorised to Process Your Personal Information on our behalf in accordance with our Privacy Policy.

6. THIRD PARTY WEBSITES

- 6.1. This Website includes links to Third Party websites that are not owned, operated, or controlled by us such as our various Social Media Pages which are hosted and made available on Third Party websites ("Social Media Websites"). These links are provided for Your convenience for the purposes of providing further information to You.
- 6.2. Our Social Media Pages are hosted and owned by Third Party entities and as such Your use of our Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable terms and privacy policies. We expressly declare that we do not endorse, control or edit the content, privacy policies, or practices of such Social Media Websites, or the entities that own them.
- 6.3. By using the Social Media Websites, You acknowledge and agree that You do so at Your own risk. You understand that it is Your sole responsibility to evaluate the accuracy, completeness, and usefulness of any content, practices, policies or services offered by the Social Media Websites. We shall not be liable for any damages, losses, or harm resulting from Your use of, or Inability to use any of the Social Media Websites.
- 6.4. When accessing or making use of our Social Media Pages, You hereby acknowledge and understand that those Social Media Websites have their own methods of collecting, Processing and storing Your Personal Information. We encourage You to read the privacy policies of these Social Media Websites, prior to submitting and/or sharing Your Personal Information.

7. INTELLECTUAL PROPERTY

- 7.1. All the Intellectual Property on our Website, including but not limited to copyright, design rights, database rights, trademarks, patents, inventions, Know How, source codes and any other Intellectual Property are our property, and as such, is protected from infringement by domestic and international legislation and treaties, with the exception of explicitly recognised Third Party rights. It is therefore expressly forbidden to reproduce, republish, copy, sell, transmit, distribute, publish, translate, or modify the Content of this Website in any way, partially or in summary, without our permission.
- 7.2. Our logo displayed is subject to copyright and trademark protection. The text, images, graphics, and their arrangement on this Website are all subject to copyright and other Intellectual Property protection. These objects may not be copied for commercial use or

distribution (unless otherwise indicated), nor may these objects be modified or reposted to other websites without prior written authorisation.

- 7.3. The Website may contain further text, images, graphics, that are subject to the copyright of Third Parties, and You agree not to use such materials in a manner that violates the rights of such Third Parties.
- 7.4. You may not, and may not allow other Third Parties, to frame or otherwise co-brand the Website (for example, by displaying a name, logo, trademark, or other means of attribution) in a manner that makes other Users think that You or the Third Party has the right to display, publish or distribute this Website.
- 7.5. No license to our Intellectual Property has been granted to You unless otherwise indicated in writing.
- 7.6. You may view, download, and print the Content from the Website for information purposes only. This shall include the storage and copying of parts of the Content on a simple personal computer or mobile phone for personal use only, given that there is no intention to use the Content in question commercially or to exploit it in any other way, and always provided that We are acknowledged, without indicating any kind of concession with regard to our Intellectual Property rights.
- 7.7. We respect the Intellectual Property rights of Third Parties and as such, should a Third Party believe that their Intellectual Property rights have been infringed upon by the Content made available on our Website, they are encouraged to contact us at **connect@zellatl.co.za** and provide us with the following information:
 - 7.7.1. Identification of the copyrighted work that the Third Party claims to have been infringed;
 - 7.7.2. The exact description of where the copyrighted work the Third Party bases his/her complaint is located on our Website;
 - 7.7.3. Your full contact details which include Your full names, telephone number, and email address;
 - 7.7.4. A statement detailing the extent of infringement and declaring that You are the owner of the copyrighted work, together with proof thereof; and
 - 7.7.5. Should you be acting on behalf of another party, proof that You are authorised to act on behalf of such copyright owner.
- 7.8. Please note that all information submitted to us in terms of clause 7.7 above must be duly signed with either an advanced Electronic Signature or physical signature.
- 7.9. We do not Consent to our Website's Content being downloaded and used by any Third Party for the purposes of developing, training or operating artificial intelligence or any other machine learning systems except with our prior written authorisation. We reserve the right to take the appropriate legal action against any Third Party that breaches this clause.

8. DISCLAIMER

- 8.1. The Content on this Website is provided for general information purposes. You understand that we do not provide any type of professional advice, technical, industry-specific, financial, or legal advice on or via the Website. You are encouraged to consult professional advice and/or make use of professional services as needed for their specific circumstances before taking any course of action related to the Content posted on this Website. We shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Content provided from and through our Website.
- 8.2. The accuracy, completeness, adequacy and/or currency of this Website or the Content thereon is not warranted or guaranteed, and Your use of our Website and its related Content, if any, from this Website, is at the User's own risk.
- 8.3. Although We have the necessary security safeguards in place, we will have no responsibility, by Your use of the Website, for any harm suffered by Your computer system, loss or corruption of data, or other harm that results from Your access to or use of the Website.
- 8.4. Any communications or data message that a User sends to us using the Website will be regarded as having been received by us when receipt is acknowledged in writing by us. If the User does not receive a response within a reasonable period of time, the User must follow up with us in regarding their correspondence. We shall not be liable for any failure to respond.
- 8.5. Using the Website or contacting us via email, telephonic correspondence or in any other way does not create an attorney-client relationship between You and any member of Zella Tech Law. In particular, but without limitation, use of any of the Website's sources or downloadable documents does not constitute legal advice nor does it create an attorney-client relationship.

9. LIMITED LIABILITY OF ZELLA TECH LAW

- 9.1. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT USAGE OF THE WEBSITE AND RELIANCE ON THE SERVICES IS ENTIRELY AT YOUR DISCRETION AND RISK. WE, IN OUR DISCRETION, RESERVE THE RIGHT AT ANY TIME TO CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO: CONTENT, HOURS OF AVAILABILITY. WE WILL ATTEMPT TO MAINTAIN THE AVAILABILITY AND ACCESSIBILITY OF THE WEBSITE; HOWEVER, WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, THE WEBSITE BEING TEMPORARILY UNAVAILABLE OR INACCESSIBLE FOR REASONS BEYOND OUR CONTROL.
- 9.2. YOU AGREE TO INDEMNIFY AND HOLD US, OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUPPLIERS HARMLESS FROM AND AGAINST ANY CLAIMS, DAMAGES, ACTIONS, LOSSES AND LIABILITIES INCLUDING WITHOUT LIMITATION: LOSS OF PROFITS; DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; AND ANY REASONABLE LEGAL AND/OR ACCOUNTING FEES, RESULTING FROM: (I) THE ACCESS TO, USE OF, OR PERUSING OF THE WEBSITE, (II) VIRUSES, BUGS, SOFTWARE/PROGRAM MALFUNCTIONS, ERRORS, FAILURES, DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS.

- 9.3. Your sole and exclusive remedy should You be dissatisfied with the Website is to discontinue Your use of the Website.

10. LIMITATION ON TIME TO FILE A CLAIM

- 10.1. Any cause of action or claim You may have arising out and/or relating to these Terms must be commenced within 1 (one) year after the cause of action arises, otherwise, such cause of action or claim is permanently barred.

11. WARRANTIES

- 11.1. We do not warrant that our Website and the related Content will be accurate, reliable, uninterrupted or error-free, free of viruses or free of other harmful components, or that the errors and/or defects will be corrected. The Website is provided on an **"AS IS"** and **"AS AVAILABLE"** basis.
- 11.2. While every effort is made to keep the Website up and running smoothly, we do not warrant that access to our Website will be uninterrupted. We will not be liable for the Website being temporarily unavailable due to technical issues beyond our control.
- 11.3. To the fullest extent in law, all information contained on our Website is provided by us without warranty of any kind, whether expressed or implied, statutory or otherwise, including (but not limited to) the accuracy, completeness, reliability, functionality or availability of the information, or Content contained on the Website. We further disclaim implied warranties of merchantability, fitness for a specific purpose and non-infringement.
- 11.4. We do warrant that the descriptions of Our services are accurate and allow You to make an informed decision regarding the Services.

12. INDEMNITIES

- 12.1. You agree to, indemnify and hold Zella Tech Law, its officers, directors, employees, agents and/or representatives, harmless from and against any claims, actions or demands, liabilities and settlements including (and without limitation to) reasonable legal fees, resulting from, or alleged to result from, Your use or misuse of the Website.
- 12.2. Zella Tech Law shall not be responsible or liable whatsoever in any manner for any Content posted on the Website, excluding Services information, (including claims of infringement relating to content posted on the Website for Your use, or for the conduct of Third Parties whether on the Website or otherwise relating to the Website).

13. JURISDICTION

- 13.1. These Terms and any dispute relating to these Terms will be construed and interpreted in accordance with the laws of the Republic of South Africa and You hereby Consent to the exclusive jurisdiction of the South African courts.

14. WAIVER

14.1. Any failure by Zella Tech Law Tech Law to exercise or enforce any part of this Agreement shall not be construed as a waiver of such right to exercise or enforce any part of this Agreement.

15. SEVERABILITY

15.1. If any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

16. AMENDMENTS TO TERMS OF USE

16.1. Zella Tech Law may change these Terms in its sole discretion at any time by posting the amended Terms of Use on the Website. All amended Terms are immediately and automatically effective after they are posted onto the Website. Use of our Website shall be governed by such amended Terms and shall apply to any dispute that arises after the posting of such Terms on the Website.

16.2. You are advised to regularly check these Terms for any amendments as they are binding on You. You can easily view when these Terms were last revised by checking the date as set out above.

17. PARTICULARS OF ZELLA TECH LAW

Full Name	Zella Tech Law Tech Law (Pty) Ltd
Legal Status	Proprietary Limited
Registration Details	2021/921952/07
Place of Registration	South Africa
Director/Founder	Komeshni Patrick
Physical Address	The Station, 63 Peter Place, Bryanston, Sandton, 2021
Postal Address	Same as physical address
Physical Address for receipt of legal documents	Same as physical address
Telephone Number	011 100 7641
E-mail address	komeshni.patrick@zellatl.co.za
Website Address	www.zellatechlaw.co.za
Membership to self-regulatory and/or accreditation bodies	N/A
Description of services and services offered	Zella Tech Law Tech law is a legal consultancy specialising in tech law advisory services for businesses who have technology and innovation at their core to promote an ease of understanding with practical application.

Codes of Conduct applicable to Zella Tech Law	N/A
Terms of Use Agreement	Can be accessed and downloaded from the Website
Privacy Policy	Can be accessed and downloaded from the Website