**LEGALEASE SOLUTIONS (PTY) LTD T/A LITIG8: STANDARD TERMS AND CONDITIONS OF TRADE**

1. **DEFINITIONS**
	1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the following meanings:
		1. **"Agreement"** means these Standard Terms and Conditions of Trade together with any Annexures and/or application forms**;**
		2. **"Confidential Information"** means any information including technical, financial or commercial information pertaining to Litig8 and the Services, including all information which could reasonably be considered to be proprietary and/or confidential and which Litig8 seeks to protect against unauthorised disclosure, including but not limited to the use of the Services;
		3. **“Effective Date”** means the date on which Litig8 sent a written acceptance, via electronic mail of the Customer's application, to the Customer, which is considered the date of sending such notice regardless of whether the Customer has received or acknowledged receipt thereof.
		4. “**Litig8**” means **LEGALEASE SOLUTIONS (PTY) LTD t/a LITIG8,** a company duly registered in accordance with the Company Laws of South Africa with the registration number 2024/077570/07and its registered address and principal place of business situated at **1 DUFF RD, 63 BRENDAVERE ESTATE, CRAIGAVON, GAUTENG, 2191**;
		5. “**Price**” means the price for the Services which shall be the price specified in the Application for Services form; alternatively the price herein outlined, further alternatively the price as agreed to between the parties in writing.
		6. **“the Customer”** means any person, whether natural or juristic, whomsoever fills out and submits an Application for Services to Litig8 for Services;
		7. **“the Parties"** means Litig8 and the Customer, and **“Party”** shall mean either of them by context;
		8. **“Services**” means the Services described under Clause 5.
2. **CONSENT TO VETTING**

The Customer consents to Litig8:

* 1. making any reasonable enquiries to verify and research any details provided by the Customer on their Application for Services form;
	2. accessing the files of any credit bureau to ascertain the Customer's credit profile when assessing the application at any time during the currency of the Customer's account with Litig8;
	3. disclosing the existence and the conduct of the Customer's account with Litig8, whether still current or not, to any credit bureau or other credit grantor; and
	4. placing the Customer's name on Litig8’ own marketing and mailing list.
1. **APPLICATION FOR SERVICES**
	1. The Customer undertakes to timeously return to Litig8 the duly completed and signed Customer’s original Application form, prior to the execution of any services relating to the Customer.
	2. A delay in the return of the completed form may result in a delay before Litig8 may render the Services quoted.
	3. The acceptance of the Application for Services form resulting from the quotation is subject to a satisfactory credit rating being approved by the necessary institutions and/or any other acceptable payment terms being concluded between contracting Parties.
2. **APPLICATION AND AGREEMENT**
	1. Litig8 will supply an application form to each customer, and an agreement will only be established once the application is accepted. Written acceptance will be provided by Litig8 within 14 days of receiving the customer's application.
	2. The Customer warrants that the signatory of the Application for Services form and these Standard Terms and Conditions of Trade is duly authorised to conclude this Agreement with Litig8.
3. **THE SERVICES RENDERED**
	1. The Services rendered by Litig8 encapsulate the following:
		1. When a property dispute is raised by the Customer and referred to Litig8, Litig8 will attend to drafting the necessary demand and further correspondence to be sent to the recalcitrant and breaching tenant in question.
		2. Litig8 will further attend to negotiating on the Customer’s behalf for:
			1. the cancellation of the lease agreement;
			2. the vacation of the premises in question; and
			3. the payment of any arrear rental owed to the Customer.
		3. In the event that the recalcitrant and breaching tenant in question refuses to vacate the premises and/or pay the arrear rental owed, Litig8 will appoint attorneys from its panel of attorneys to institute civil proceedings against said tenant.
		4. Save for direct expenses (*See Clause 10.3*) incurred by said attorneys, Litig8 will cover the costs of said attorneys in their entirety, pertaining to all matters arising in the jurisdiction of the District and/or Regional Magistrates’ Court.
4. **PAYMENT TERMS**
	1. The standard payment terms are as follows:
		1. A monthly subscription fee is payable by the Customer to Litig8 within 7 days of date of invoice.
		2. Should the subscription fee for any customer differ from the standard rate, it will be specifically agreed upon through an addendum to the agreement between Litig8 and the Customer.
		3. Litig8 reserves the right to suspend services for accounts and/or customers that fail to comply with the payment terms specified herein. Additionally, Litig8 may impose an interest charge on overdue payments at the prime overdraft rate plus 2% per month, calculated from the due date until the actual date of payment.
		4. The monthly subscription fee payable by the Customer to Litig8 is R249 (excl VAT), unless otherwise agreed upon or until such time that this agreement is amended, which Litig8 reserves the right to do.
		5. Litig8 reserves the right, in its sole discretion, to change its standard monthly subscription fee provided written notice of such change of subscription shall be provided to the customer at least 30 days prior to the change.
		6. If the Customer does not object to the change within 7 days of receiving the notice, the modified subscription fee will automatically be considered accepted and will take effect without the need for further notice, approval, or consent from the Customer.
5. **CONDITIONS INCUMBENT**
	1. The Agreement between the Parties are subject to:
		1. The Customer having an existing lease agreement concluded with a tenant in respect of an immovable property (“Premises”) that the customer is the lawful owner of; and
		2. The abovementioned lease agreement has been in existence for no less than a period of three (3) months since date of inception thereof; and
		3. The abovementioned lease agreement has not been the subject of any dispute whatsoever within the period of three (3) months preceding the Effective Date of such lease agreement.
6. **DURATION**
	1. Unless otherwise agreed to in writing between the Parties, the duration of this Agreement shall be a period of 12 (twelve) months from the Effective Date.
	2. This Agreement is subject to renewal by written agreement between the Parties.
7. **EXCLUSIONS**
	1. The following services are not provided by Litig8 and are accordingly excluded from the monthly subscription offered to the Customer:
		1. Civil proceedings in the High Court of South Africa;
		2. Matters that are required to follow arbitration;
		3. Matters that must be referred to a housing tribunal.
	2. Should such a matter arise as per clause 10 *supra*, Litig8 reserves the right to decline the instruction to appoint a legal representative.
	3. Any liability incurred by Litig8 or its nominated or appointed legal representatives for direct expenses on behalf of the customer during any litigious matters will not be the responsibility of Litig8 or the legal representatives. The customer is required to pay these direct expenses immediately upon receiving notice from Litig8 or the appointed legal representatives. These direct disbursements include, but are not limited to, sheriff's fees, correspondent fees, advocate's fees, courier costs, and advertising costs.

1. **LIMITATION OF LIABILITY**
	1. All Services rendered by Litig8 to the Customer are rendered without any warranties, representations or attributes other than those expressly recorded in writing in Litig8’s official promotional material.
	2. If Litig8 cannot render the Services for any reason beyond Litig8’ control, including and without being limited to lack of instruction/s from the Customer, government action, state of war, riot, civil disturbance or any other act of God, Litig8 may in its sole discretion, cancel the whole or any part of the Agreement or any transaction forthwith.
	3. In the event of such cancellation, Litig8 shall not be liable to the Customer for any loss and/or damage whether in contract or in delict, (including, without being limited thereto, any loss of profits) thereby caused.
	4. Litig8 does not warrant that the Services will be suitable for the Customer’s intended use thereof.
	5. In no circumstances whatsoever shall Litig8 be liable to the Customer for any consequential, or indirect costs or expenses, losses or damages suffered or sustained by the Customer.
	6. Under no circumstances will Litig8 be obligated to refund or reimburse the Customer for any monthly subscriptions paid, regardless of whether there is a breach of this agreement by either party.
2. **CANCELLATION OF ORDER**

The Customer is liable for all costs incurred where the Customer cancels the Services which have been rendered at the specific instance and request of the Customer.

1. **INDEMNITY**
	1. The Customer hereby indemnifies Litig8 and holds it harmless against all and any loss and/or destruction, and/or damage to person and/or property (whether direct or indirect, actual or consequential), injury and/or loss of life and/or limb, costs and expenses, suffered or sustained by it or to their Premises consequent upon the performance by Litig8 of any of its obligations to the Customer, as well as against all and any claims, demands and actions by any person/s whomsoever for losses and/or damages to person and/or property (direct or indirect, actual or consequential), injury and/or loss of life and/or limb and/or otherwise suffered or sustained as a result of any negligent, reckless or wilful act or omission by Litig8, its employees, agents and representatives in their performance of any obligation incumbent upon them pursuant to the rendering of the Services.
	2. Consequential damages resulting from any failed legal proceedings by whatsoever nature of circumstances will not be entertained.
	3. The Customer acknowledges that there may be hazards associated with Litig8’s Services, including without limitation thereof, and the Customer agrees and represents that its personnel and/or customers concerned (including the existing tenant and/or prospective and/or future tenants) are aware of such hazards and indemnifies Litig8 and holds it harmless against all and any loss and/or destruction, and/or damage to person and/or property (whether direct or indirect, actual or consequential), injury and/or loss of life and/or limb, costs and expenses, suffered or sustained, resulting from any such hazard/(s).
	4. The Customer assumes all responsibility for the suitability and the results of using the Services, including the procedure by which Litig8 renders such Services.
	5. This indemnity shall extend to include all costs and expenses paid by Litig8 to their attorneys (on an attorney and client scale) in contesting or defending any such action.
2. **SUSPENSION AND CANCELLATION OF SERVICES**
	1. Litig8, at its sole and absolute discretion, shall be entitled, at any time, to revoke, suspend and/or cancel any of the Services extended by it to the Customer and any transaction with the Customer, in the event that the Customer fails to perform its obligations under and in terms of this Agreement or any transaction.
	2. Failure to make payment of any amount due shall immediately and automatically render the full indebtedness of the Customer to Litig8 due, owing and payable.

1. **CONFIDENTIALITY**

The Customer undertakes to keep confidential and not to disclose to any third party, save as may be required in law or with the Litig8’s written consent, the nature, content or existence of the Agreement and any and all information given by Litig8 pursuant to this Agreement to be concluded between the Parties.

1. **PRIVACY AND DATA PROTECTION**
	1. The Customer acknowledges that during the course of its interactions with Litig8, it may or will obtain access to, or be provided with, personal information as well as other information and data ("Company Data").
	2. In this regard the Customer undertakes to respect and maintain the privacy and security of all Company Data and, in addition to its confidentiality undertakings, that it will comply with all applicable data protection or data privacy laws applicable in South Africa or any other jurisdiction in which it supplies the equipment, including the Protection of Personal Information Act, 4 of 2013.
	3. The Customer consents to the collection, processing and further processing of its personal information by the Company for the purposes of implementing the Agreement.
2. **ANTI-BRIBERY AND CORRUPTION**
	1. Litig8 is committed to conducting its business ethically and to achieving and maintaining the highest standards of corporate governance. Litig8 requires all of its business partners, suppliers, vendors, contractors and service providers, who play an important and valued role in its continuing business success, to behave ethically and to avoid engaging in corrupt business activities.
	2. The Customer represents and warrants that it is committed to complying with all Applicable Anti-Bribery Law and that it has not taken or nor will take any action that might cause it to violate Applicable Anti-Bribery Law.
	3. Without limiting the aforementioned, the Customer represents and warrants that it will not authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken in terms of or relating to the Agreement which –
		1. is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or
		2. is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in his/its official capacity, inducing such Public Official to use his/its influence to affect any act or decision of a government entity, or securing an improper advantage.
	4. The Customer must implement and at all times maintain adequate procedures designed to comply with its representations and warranties in terms of this clause 18.
	5. Breach by the Customer of any of the provisions of this clause is a material breach of the Agreement and, without prejudice to any other right, relief or remedy, entitles Litig8 to terminate the agreement immediately.
3. **BREACH**
	1. In the event of the Customer breaching any of its obligations including but not limited to the Customer’s cheques being returned unpaid by its bankers, then without any prejudice to any of the other rights of Litig8 against the Customer, all amounts owing by the Customer to Litig8 whether or not then due and payable shall immediately become due and payable in one sum on demand.
	2. In the case of non-payment as a whole and/or part of an Invoice, the Customer gives Litig8 the right to recover the outstanding amount in any way necessary and/or deemed fit and cannot be held responsible legally and/or otherwise for any damage and/or loss whatsoever arising from such recovery and/ or recovery action and the Customer waives all its other privileges which might exist.
	3. Should the Customer fail to remedy such breach within a period of 7 (seven) days of receipt of written notice from Litig8 calling upon it to do so, Litig8 shall be entitled without further notice to (a) cancel the Agreement and/or (b) claim specific performance, in either event without prejudice to Litig8’s rights to claim damages or to enforce any other remedy to which it may be entitled in law or otherwise.
	4. In addition, Litig8 shall be entitled to cancel the Agreement forthwith, without prejudice to any right of action or remedy which has accrued or thereafter accrues to Litig8, if:
		1. the Customer defaults in due performance of the Agreement; or
		2. the Customer is either provisionally or finally wound-up/sequestrated or seeks to make a compromise with its creditors; or
		3. the Customer applies for deregistration or is deregistered in terms of sections 81 to 83 of the Companies Act, No. 71 of 2008 or section 26 of the Close Corporations Act 69 of 1984; or
		4. any business rescue proceedings are commenced in respect of the Customer in terms of Chapter 6 of the Companies Act No. 71 of 2008; or
		5. the Customer is provisionally or finally liquidated, is placed under judicial management or becomes financially distressed; or
		6. the Customer commits a breach of the Agreement which cannot be rectified; or
		7. the Customer is guilty of any act of fraud, bribery, corruption, intentional misrepresentation; or
		8. during the course of Litig8 supplying the Services, the Customer contravenes the provisions of any applicable law.
	5. In the event of any legal proceedings against the Customer, Litig8 shall be entitled to recover its administrative and legal costs on an attorney-and-own client’s scale including collection commission and tracing agent fees.
	6. The Customer agrees that Litig8 has the right of set-off and shall be entitled but not obliged to use this right whenever monies are jointly owing and due.
	7. In cases where payment for the contract is split between multiple parties, any disputes regarding payment allocation must be resolved among those parties themselves. Litig8 will not be involved in any disagreements between paying parties unless a written agreement is made prior to any work being undertaken, in which case the Agreement will be amended to reflect the agreed-upon terms.
4. **FORCE MAJEURE**
	1. "Force Majeure Event" means an event beyond a Party's control, like wars, strikes, or natural disasters, that prevents or delays fulfilling non-financial obligations.
	2. If a Party is hindered by Force Majeure:
		1. It must promptly inform the other Party.
		2. Both Parties should try to overcome the effects.
		3. Suspension of performance is limited to the Force Majeure duration.
	3. If Force Majeure lasts over 14 days, either Party may terminate the Agreement.
	4. Litig8 isn't liable for delays or non-performance due to Force Majeure.
5. **SOUTH AFRICAN LAW APPLICABLE**

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

1. **CERTIFICATE OF INDEBTEDNESS**

The Customer confirms that a certificate signed by a director of Litig8 setting out the amount owing by the Customer to Litig8 shall constitute *prima facie* proof that the said amount is due, owing and unpaid, and sufficient for the purposes of obtaining summary judgment or provisional sentence. Where the quantum of Litig8’s claim is thereafter disputed by the Customer, the Customer shall bear the onus of disproving that the said amount is due, owing and payable.

1. **NO NOVATION**

No indulgences, latitude, extension of time or the like granted by Litig8 to the Customer shall in any way whatsoever constitute a novation or waiver of any rights which Litig8 may have against the Customer nor may it operate as an estoppel against Litig8.

1. **JURISDICTION**

The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended), having jurisdiction under section 28 of the said Act, notwithstanding that the claim by Litig8 exceeds the normal jurisdiction of the Magistrate's Court as to the amount. Litig8 shall, at its discretion, be entitled to proceed against the Customer in any other court of competent jurisdiction.

1. **EXCLUSIVITY**

These Standard Terms and Conditions of Trade, read together with any special terms appearing on the Litig8’s invoices constitute the sole and exclusive Agreement between the Parties relative to the Services of Litig8. No variation of these terms and conditions will be of any force and effect whatsoever, unless reduced to writing and signed by all of the Parties.

1. **SEVERABILITY**
	1. It is agreed that each and every term herein contained, creating any rights and/or obligations for either Party, is separate, distinct and severable, the one from the other.
	2. If any term herein contained is adjudged by a competent authority to be unenforceable, invalid, or unlawful, such term shall be severed from this Agreement, regarded as *pro non scripto*, and the remainder of the provisions shall remain of full force and effect, binding upon the Customer.
2. **NOTICES AND *DOMICILIA***
	1. The Customer hereby nominates the address provided in the application form as their chosen domicilium citandi et executandi for all purposes under this Agreement, including the service of legal notices and processes. Any changes to this address must be communicated in writing to Litig8 and will only take effect upon receipt of such notice.
	2. Litig8 hereby nominates its registered address as their chosen domicilium citandi et executandi for all purposes under this Agreement, including the service of legal notices and processes.
3. **GENERAL**
	1. In the event of a dispute between the parties, the Customer agrees that these Standard Terms and Conditions of Trade shall take precedence over the Customer's terms and conditions, if applicable, and/or in general.
	2. No latitude, extension of time or other indulgence which may be given or allowed by Litig8 to the Customer in respect of the performance of any obligation hereunder shall be construed to be an implied consent or election by Litig8 or operate as a waiver or a novation of any of Litig8’s rights in terms of or arising from the Agreement.
	3. No act, omission, course of dealing, forbearance, delay or indulgence by Litig8 in enforcing any of these conditions shall affect or prejudice any of the rights of Litig8, and no such matter shall be treated as any evidence of waiver of Litig8’s rights there under, nor shall any waiver of a breach by the Customer of any one or more of these conditions operate as a waiver of a subsequent breach thereof.
	4. The termination of the Agreement shall not affect such of the provisions of the Agreement and expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this.
	5. The Customer may not cede its rights nor assign its obligations under this Agreement.
	6. Litig8 shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this terms and conditions to any third party without prior notice to the Customer.
	7. The Customer undertakes to inform Litig8 in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of its business and failure to do so will constitute a material breach of this Agreement entitling Litig8 to cancel the Agreement without further notice to the Customer.