

**UPDRAFT'S TERMS AND CONDITIONS APPLICABLE TO THE USE OF THE PREMIUM LEGAL SUPPORT SERVICES:**

- a) Origin Dynamic Systems (Pty) Ltd, trading as Updraft, registration number 2009/009379/07, ("Origin Systems") has been appointed by Discovery to provide Discovery Clients with the services set out herein ("the Legal Services").
- b) A Discovery Client's use of the Legal Services is subject to the terms and conditions set out below.
- c) In compliance with section 49 of the Consumer Protection Act 68 of 2008 ("the Act"), bold text is used in these terms and conditions to draw your attention to important provisions that may limit your existing rights. Please read these terms carefully.

**1. INTERPRETATION**

1.1. Unless the context indicates otherwise, the following terms shall have the following meanings:

1.1.1. "Benefit Period" means the period during which the Discovery Client is a client of Discovery and entitled to the Legal Services provided by Origin Systems;

1.1.2. "Contact Centre" means the specialist legal call centre that Discovery Clients are entitled to contact on 0860 017 455 in order to receive telephonic legal advice, on the terms and conditions set out in this document;

1.1.3. "Intellectual Property" means all right, title and interest in and to the intellectual property rights inherent in, used by, or forming part of, the Legal Services, the Legal Portal, and/or the Software (including but not limited to trademarks, copyrights, patents, trade names, website "look-and-feel" and trade secrets), as well as all proprietary information and services listed on (and/or accessed via) the Legal Portal, including but not limited to information relating to the contents of legal documents, and the underlying HTML code, XML code, text, graphics, video clips, content, selection and organization of all of the information available on every page of the Legal Portal, its servers and or its underlying databases;

1.1.4. "Legal Portal" means the online legal drafting portal or website that is accessible to Discovery Clients and that will allow them to step through online questionnaires in order to receive legal documentation customised to their circumstances;

1.1.5. "Legal Services" means the services set out in this document to be provided by the Origin Systems for the duration of the Benefit Period;

1.1.6. "Representative" means any employee, officer, independent contractor, agent, associate, consultant, subcontractor or other representative;

1.1.7. "Service Hours" means 08h00 to 17h00 on any day other than a Saturday, Sunday or Public Holiday officially recognised as such in the Republic of South Africa;

1.1.8. "Service Providers" means all natural and/or juristic persons appointed by Origin Systems as sub-contractors and/or who are directly or indirectly involved in the development, marketing, support and/or provision of the Legal Services and shall include (but not be limited to) the Service Providers and/or their owners and Representatives, as well as the owners, Representatives, licensees and/or holders of any of the Intellectual Property;

1.1.9. "Software" means the online questionnaires, document generation and management systems, call centre systems, databases, legal information, coding and related components of

the legal drafting, compliance and advice solutions developed and owned by Origin Systems and/or its affiliates or licensors.

1.1. If any provision in clause 1 confers rights or imposes obligations on any party, it shall be implemented as if it were a substantive provision in the body of the Agreement, notwithstanding that it is contained in clause 1.

## **2. THE LEGAL ADVICE SERVICE BENEFITS**

2.1. Discovery Clients shall be entitled during the Service Hours to call the Contact Centre on 0860 017 455 in order to receive telephonic legal advice from an admitted attorney in relation to legal issues directly related to the Discovery Client's own affairs or conduct, or those of his/her immediate family (i.e. family members sharing the Discovery Client's residence).

2.2. Advice will be provided in relation to legal matters and issues arising within the context of the Discovery Client's day-to-day life and shall not include advice or services related to the business or commercial affairs of the Discovery Client.

2.3. The Legal Services exclude detailed advice on highly specialist legal areas, including (but not limited to) intellectual property law, taxation, municipal regulations, conveyancing, notary public services and/or commercial law. Assistance is only provided in relation to South African law.

2.4. The Legal Services include those legal drafting and advice services that can be provided responsibly online or through a call centre and they therefore do not include ongoing legal support in relation to protracted legal matters (for example, but not limited to, litigation cases and conveyancing processes). For such ongoing matters, Discovery Clients can elect to be referred to a law firm in their area that has been pre-approved by Origin Systems and will be entitled to receive a free half-hour first consultation with an attorney at the law firm concerned;

2.5. Advice will be available during the Service Hours.

2.6. The Legal Services do not cover disputes or issues existing before or after the Benefit Period.

2.7. Subject to clauses 3.4 and 12 below, the Discovery Clients may call the Contact Centre as many times as they like in any given month and can also request assistance with the drafting of any number of the legal documents set out in clause 3 below.

2.8. All calls in the Contact Centre, whether inbound or outbound will be digitally recorded and stored for a minimum of 5 years. The Discovery Client grants the Service Providers permission to access the call recordings and any related information for the purposes of reporting and quality control.

## **3. THE LEGAL DRAFTING SERVICE BENEFITS**

3.1. Discovery Clients shall during the Benefit Period be entitled to receive personal drafting services in respect of the following drafting processes and agreements:

- Last will and testament • Domestic employment agreement
- Antenuptial contract • B&B indemnity
- Residential lease
- Commercial lease • Employment agreement
- Loan agreement • Sale of property
- Independent Contractor Agreement • Deed of suretyship

- Acknowledgement of debt • Trust deed
- General power of attorney • Sale of motor vehicle

3.2. The above agreements will be made available to the Discovery Clients online (via the questionnaire links embedded into a Legal Portal) or by calling the Contact Centre. Subject to clause 3.4 and 12 below, Discovery Clients are entitled to receive an unlimited number of the agreements set out in clause 3.1 above.

3.3. Whether drafted via the Legal Portal or the Contact Centre, the legal agreements will be generated as a publishing service by means of a structured process that makes use of decision-tree questionnaires and legal algorithms to establish the Discovery Client and transaction details, appropriate clauses, applicable legislation and document formats.

3.4. The Discovery Client shall only be entitled to use the legal agreements and advice provided as part of the Legal Services for the purposes of managing his/her own personal affairs and he/she shall not sell, alienate, exploit and/or distribute for gain any of the agreements and/or advice provided.

3.5. A unique identification number is allocated to every document created as part of the Legal Services and is inserted into the footer of every document provided. The Software will automatically store and secure all documents drafted on behalf of Discovery Clients, together with a full audit trail of all questions and answers given in the process of drafting a document. Any changes made to a document as originally created by the Software and provided to the Discovery Client as part of the Legal Services are made entirely at the Discovery Client's own risk and (in addition to, and separately from, any other indemnities included in these terms and conditions) the Service Providers will not be liable for any consequences, claims and/or losses of whatsoever nature and howsoever arising that may be incurred arising from, or related to, the use of an amended legal document.

3.6. Requests for support in relation to the use of the Legal Portal can be made via email to [support@updraftsoftware.com](mailto:support@updraftsoftware.com) or via telephone on 021 300 3800.

3.7. The Legal Portal has security measures in place to protect against the loss, misuse, and alteration of the information under the control of the Service Providers. The Service Providers have no control over the security measures adopted by Discovery Clients in respect of their own computers or environments and the Service Providers therefore accept no responsibility for, or liability of whatsoever nature in respect of, any security breach or misuse of information occasioned by a Discovery Client's failure to use adequate security measures.

3.8. Origin Systems shall take all reasonable steps to protect and shall ensure that the Service Providers protect the personal information of Discovery Clients. For the purpose of this clause, "personal information" shall have the meaning as defined in the Protection of Personal Information Act, 4 of 2013.

#### **4. THE PERSONAL LEGAL ADVICE PACKAGES**

The following legal advice packages are available to Discovery Clients who have signed up for Personal Premium Services:

##### **4.1. Debt Relief - I can't pay my debts. What can I do?**

This advice package collects the information necessary to give individuals advice aimed at relieving their debt related stress. It includes a step-by-step guide to the available processes, the consequences of applying for debt relief and details of their nearest debt counsellor.

#### 4.2. Small Claims Court: How to claim money

The Small Claims Court kit allows Discovery Clients to deal quickly and cheaply with civil claims of less than R20,000. Based on the information collected from the Discovery Client, a detailed letter of demand, summons and particulars of claim are drafted, which can then be used immediately to institute the claim. The litigation documents are customised as far as possible to the unique circumstances of the case and 10 broad causes of action covered under this benefit. Discovery Clients are also told where to find their nearest Small Claims Court and a step-by-step guide to the process is also included.

#### 4.3. Getting an uncontested divorce

This advice package provides detailed information on the procedure to be followed in obtaining an uncontested divorce order. Discovery Clients receive all of the information necessary to obtain a divorce order and are also provided with a divorce summons – completed to their exact requirements and taking into account their specific circumstances.

#### 4.4. How to claim maintenance

This service provides Discovery Clients with advice on how to go about claiming maintenance for themselves or for their children. The maintenance package completes an application for maintenance on behalf of the Discovery Client, taking into account the individual's unique circumstances and requirements. Maintenance Court locations and procedures are also explained to the Discovery Client.

#### 4.5. Stopping domestic violence

This advice package provides individuals with the information and documents they require to apply for a domestic violence protection order. The documents are completed with reference to the Discovery Client's unique circumstances and delivered ready for signature. The documents are accompanied by a step-by-step guide to the process to be followed in obtaining a protection order.

#### 4.6. Marriage options: Do I need an ANC?

This support package provides key information about different matrimonial property regimes. It explains concepts such as "married in community of property"; "married out of community of property"; an "antenuptial contract"; and "the accrual system". Further important aspects covered are the effects of an antenuptial contract (ANC) and why it is generally essential to sign an ANC before getting married.

#### 4.7. Report a deceased estate

The process of reporting the death and registering the deceased's estate requires the completion of a range of documents and careful adherence to the applicable procedures. This advice package provides the Discovery Clients with a detailed description of the process to be followed in reporting a death and in ensuring the registration of a deceased estate.

#### 4.8. Registering your child's birth

This online interview and advice session gives Discovery Clients a detailed account of the procedures they need to follow to register their child's birth. Discovery Clients can also receive information on what to do if they have missed the 30-day deadline or if they would like to register the child with a surname different to that of the child's father or mother.

## **5. LETTERS OF DEMAND / DEBT RECOVERIES**

Discovery Clients enrolled for the premium Legal Services will be entitled to have up to 2 (two) legal letters of demand per calendar month drafted on their behalf via the Contact Centre and/or the Legal Portal. This service includes only the following causes of action:

- 5.1. Repayment of a loan.
- 5.2. Payment of the purchase price for goods sold.
- 5.3. Delivery of goods purchased but not delivered.
- 5.4. Payment for services rendered.
- 5.5. Losses suffered from damage to a personal vehicle in an accident.
- 5.6. Damages suffered as a result of defective building work.
- 5.7. The return of an asset owned by the Discovery Client and in someone else's possession.
- 5.8. Payment of arrear rental.
- 5.9. Ejectment of a tenant for failure to pay rental.
- 5.10. Repayment of a purchase price because goods purchased are defective.

## **6. EMERGENCY LEGAL AND BAIL ASSISTANCE:**

In the event that a Discovery Client is arrested, or requires emergency legal advice, he/she will have 24-hour telephonic access to our specialist legal call centre. In the event of an arrest, a litigation attorney will be dispatched immediately to the police station or court concerned, so that bail arrangements can be made without delay. The specialist attorney will charge the Discovery Client a pre-negotiated, fixed and discounted rate of R2,000 for all of the legal expenses associated with the necessary consultations, prosecutor and/or police negotiations and a first bail hearing. Legal steps outside of the foregoing will be for the account of the Discovery Client. This benefit covers the provision of the legal services but cannot guarantee that bail will be granted to the Discovery Client, as this is determined by the circumstances of the offence and whether bail can appropriately be granted by the police and/or a Court in accordance with the applicable legal principles.

## **7. IDENTITY THEFT & FRAUD PREVENTION SERVICES**

If a Discovery Client is the victim of fraud and/or identity theft (in any form), he/she will receive immediate call centre support from the Legal Services attorneys and free assistance via a referral network that facilitates bank account and card freezes and database services offered by the SA Fraud Prevention Services.

## **8. FREE LEGAL CONSULTATIONS WITH PANEL ATTORNEYS**

In relation to each legal issue that a Discovery Client is confronted with, they are entitled to one free 30-minute, face-to-face consultation with an approved attorney in their local area in order to receive advice on the legal issue or dispute concerned. The Service Providers manage a national network of approved attorneys forming part of its panel and the Discovery Client will, wherever possible, be referred to an attorney in their local area. No charges are payable by the Discovery Client for the first 30 minutes of the consultation; thereafter the panel attorney shall charge the Discovery Client his/her ordinary, market-related rates for time spent on the matter beyond the initial 30-minute consultation.

## **9. DURATION OF SERVICES**

9.1. Subject to the Discovery Client making payment of then prevailing fees due and payable in return for access to the Legal Services (as communicated by Discovery from time to time),

the Discovery Client shall be entitled to receive all of the Legal Services with effect from the date of the Discovery Client's acceptance of the terms and conditions set out in this document ("the Inception Date"). The Benefit Period shall commence on the Inception Date and shall endure for an indefinite period thereafter, terminable by either the Discovery Client or Discovery on 1 (one) months' written notice to the other. However (and notwithstanding the provisions of this clause 9.1):

9.1.1. The Benefit Period shall not be terminable during the first 12 months after the Inception Date; and

9.1.2. Notwithstanding anything else contained in clauses 9.1 and/or 9.1.1, the Benefit Period shall terminate automatically and with immediate effect on the termination of the Discovery's Client's insurance cover with Discovery.

## **10. INTELLECTUAL PROPERTY AND LIMITED LICENSE**

10.1. Origin Systems and/or the Service Providers are the sole and exclusive owners and/or licensees of all right, title and interest in and to the Intellectual Property. Discovery Clients may not sub-license, resell, republish (including internet posting, electronic mailing, faxing, archiving in a public database, redistributing via a computer network, or in a printed form to third parties), reproduce, disseminate, commercially exploit, reverse-engineer, adapt or circulate any of the Intellectual Property without the prior written consent of Origin Systems.

**10.2. All forms and documents available through the Legal Portal and the Contact Centre are solely for the use of the individual Discovery Client (and his/her immediate family members) and such use is authorised solely for the purposes of recording one specific project, relationship or transaction. A Discovery Client may not re-use any document obtained through the Legal Portal or Contact Centre for any additional matters or transactions which are not the subject of the original use of the document. Save as aforesaid, the download and use of any document does not confer upon the Discovery Client the right to make use of any of the Intellectual Property.**

## **11. NO WARRANTIES**

11.1. Origin Systems seeks to ensure that the information and documents made available by the Service Providers as part of the Legal Services are up to date and accurate. However, owing to continuing developments in the law and the unknown nature of the circumstances in which the documents and services provided by the Service Providers will be utilised, neither Origin Systems nor any Service Provider makes any warranties and/or guarantees that any of the information or documents contained on, or accessed via the Legal Services, is accurate, current or appropriate for the purposes for which it has been acquired.

11.2. The information and documents provided on the Legal Portal should not in any manner whatsoever be regarded, or relied upon, as the provision of legal, financial, business, professional or any other form of advice, and are not intended to be used as a substitute for specific legal, financial, business or professional advice. Many factors may affect the applicability of any statement, comment, legal contract, clause, document or other information available on the Legal Portal. If you are in any doubt whatsoever about the suitability or accuracy of any information or document provided as part of the Legal Services, you should not rely upon such information or document without first consulting an independent lawyer or professional advisor with respect to your specific situation.

11.3. Whilst every effort is made to ensure the secure and problem-free operation of the Legal Portal, Origin Systems does not guarantee uninterrupted or error-free use of the online services, or the security of any information provided by you in the course of your use of the online services.

## **12. THE USE AND LIMITS OF THE LEGAL PORTAL AND THE LEGAL SERVICES**

12.1. Origin Systems offers a service falling within the ambit of the publishing industry which markets and sells legal support products for use exclusively within the Republic of South Africa.

12.2. The information and documents made available as part of the Legal Services are provided to Discovery Clients solely for their individual and legitimate use in accordance with the terms and conditions set out herein.

12.3. Discovery Clients may not:

12.3.1. use the Legal Portal in any manner that could damage, disable, overburden, or impair any server used by the Service Providers, or the network(s) connected to any server used by the Service Providers, or interfere with any other party's use of the Legal Portal;

12.3.2. attempt to gain unauthorised access to any products, services, other accounts, computer systems or networks connected to any server used by the Service Providers through hacking, password mining or any other unauthorised means; and/or

12.3.3. use the Legal Portal so as to conduct a business that is in competition with the businesses of the Service Providers.

12.4. Without limiting any of Origin Systems' rights and remedies, Origin Systems may deny Discovery Clients access to all or part of the Legal Services immediately and without notice if the Discovery Client engages in any conduct or activities that Origin Systems believes (in its sole and absolute discretion) are an abuse of the Legal Services and/or are contrary to the import and intent of these terms of use. Origin Systems will inform Discovery immediately in the event that it denies all or part of the Legal Services to a Discovery Client (where the Discovery Client is entitled thereto) and Origin's reason/s for such denial.

**12.5. The Legal Portal is provided as a general service over the internet and should not be construed as specific legal advice for any specific factual situation. The service offered by the Legal Portal is a publishing service and the legal documents provided are intended as forms generated by the user for use in common and standard situations.**

## **13. INDEMNITY AND DISCLAIMERS**

**13.1. In relation to any and all Legal Services obtained by the Discovery Client through the Contact Centre, Origin Systems' liability to the Discovery Client and/or its Representatives (whether jointly or individually) from any cause whatsoever and whether such liability is strictly imposed, arises as a result of a breach of contract and/or the contravention of any statutory provision on the Service Providers' part, or is due to the negligent or reckless conduct of the Service Providers and/or of any other person for which any of the Service Providers may be held vicariously liable:**

**13.1.1. shall not include any consequential, exemplary, indirect, incidental, punitive, pure economic and/or special losses or damage of any kind and howsoever caused; and**

**13.1.2. shall be limited in amount to the direct damages actually suffered by the Discovery Client or the sum of R5,000,000.00 (five million rand), whichever is the lesser.**

**13.2. The Legal Portal provides dynamic legal publishing services over the internet catering for common and standard situations and should not be construed as specific legal advice for any particular factual situation. If the Discovery Client has any concerns, they should seek specific legal advice from the Contact Centre or a law firm. Without specific legal advice from an attorney, any reliance placed on information or documents obtained through the Legal Portal is strictly at the Discovery Client's own risk. In such circumstances, the Discovery Client absolves Origin Systems of any liability to the Discovery Client and/or its Representatives (whether jointly or individually) from any cause whatsoever, whether such liability is strictly imposed, arises as a result of a breach of contract and/or the contravention of any statutory provision on the Service Providers' part, or is due to the negligent or reckless conduct of the Service Providers and/or of any other person for which any of the Service Providers may be held vicariously liable.**

**13.3. Neither Origin Systems nor any Service Provider will be liable for any claim, loss or damage suffered by or claims made against a Discovery Client or any other person as a result of or arising out of the Legal Services and/or document(s) made available to a Discovery Client or any other person, unless as a result of Origin Systems' or a Service Provider's fraud or deliberate misconduct.**

#### **14. GENERAL TERMS**

14.1. No failure to enforce, or delayed or partial enforcement of, a right by Origin Systems shall prejudice or derogate from its rights under these terms and conditions, nor shall it constitute a waiver or novation of its rights under these terms and conditions and it shall not estop or otherwise prevent Origin Systems from enforcing at any time all its rights arising out of these terms and conditions.

14.2. These terms and conditions shall be governed by and interpreted in accordance with South African law. Each provision of these terms and conditions shall be deemed to be separate and severable.