



SUBSCRIPTION TERMS & CONDITIONS

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**Compiled by:
BLYDEX**

1. Preamble and Acceptance of Terms

1.1. These terms and conditions govern your use of the Premium Subscription Services offered by the Online Law Firm Directory. By checking the box and clicking 'Accept', you agree to be legally bound by these terms in accordance with the Electronic Communications and Transactions Act 25 of 2002 (hereinafter referred to as “ECTA”). Your selection of the 'Accept' option serves as an electronic signature and constitutes a binding legal agreement between the Subscriber and the Service Provider.

1.2 By accessing the premium features of the directory, you acknowledge that you have read, understood, and accepted these terms in their entirety. No physical signature or manual completion of documentation is required for this agreement to be valid; electronic acceptance through the designated online portal is sufficient to establish a legally enforceable contract between the parties.

1.3 The Subscriber acknowledges that the Service Provider offers a digital platform for the listing of legal practitioners. The Service Provider is Blydex (Pty) Ltd a duly incorporated company in terms of the laws of South Africa with registration number: 2025/342827/07 with its registered address 38 Lebombo Street, Lebombo Place, Ashlea Gardens, Pretoria. The subscription to premium services is provided on the basis that the Subscriber has the full legal capacity and authority to enter into this agreement on behalf of the firm being registered.

1.4 The Service Provider reserves the right to amend or update these terms and conditions at any time. Subscribers will be notified of any material changes via the email address associated with their account or through a notification on the portal. Continued use of the Premium Subscription Services following any such update constitutes your acceptance of the amended terms.

1.5 If the Subscriber does not agree to these terms, they must not click 'Accept' and should refrain from accessing or utilizing the premium subscription features offered by the platform. By clicking 'Accept', you confirm that you have not been induced to enter into this agreement by any representation, warranty, or undertaking not expressly provided herein.

2. Subscription Services and Features

2.1. Upon successful activation of the subscription and the processing of the relevant fees, the Service Provider grants the Subscriber non-exclusive, non-transferable access to the Premium Subscription Services. These services are specifically designed to enhance the professional visibility and administrative efficiency of the Subscriber's profile within the Online Law Firm Directory.

2.2. The Subscriber shall gain immediate access to a suite of advanced functional tools. Premium features include:

- Access to profile visit analytics: A specialized dashboard providing the Subscriber with data regarding the volume, frequency, and engagement metrics of visitors viewing the Subscriber's practice profile.
- Booking management tool: An interactive scheduling interface that allows the Subscriber to display real-time availability for consultations, enabling potential clients to have bookings requests facilitated directly via the platform.
- Enhanced search visibility: indexing firms positioning within the directory's search results, subject to the Service Provider's algorithmic parameters.

2.3. Service Availability. The Service Provider shall use reasonable commercial efforts to ensure that the Premium Subscription Services are available twenty-four (24) hours a day, seven (7) days a week. The Subscriber acknowledges and agrees that the Service Provider may perform routine maintenance, system upgrades, or emergency repairs, which may result in temporary service interruptions. The Service Provider shall, where reasonably practicable, provide advance notice of planned maintenance.

2.4. Usage Restrictions. The premium features provided are for the exclusive professional use of the subscribing firm. The Subscriber shall not license, sell, rent, lease, transfer, assign, or otherwise commercially exploit the features or data provided through the subscription to any third party. Any misuse of the platform's tools, including unauthorized scraping of data or attempts to circumvent the functionality of the booking requests system, may result in the immediate suspension or termination of the Subscriber's account without refund. The Service Provider retains all rights, titles, and interests in the platform's software, algorithms, analytics data, and the "look and feel" of the directory. The Subscriber grants you a non-exclusive, royalty-free license to use their firm's logo, name, and attorney details for the purpose of providing the service and promoting the directory

3. Subscription Tiers and Fees

3.1 The Subscription Fees for the Premium Services are structured based on the total number of practicing attorneys employed by the Subscriber's firm at the time of registration. This tiered structure is intended to ensure that the costs remain scalable and proportionate to the size of the professional practice being listed.

3.2 The monthly subscription fees applicable to each tier are as follows:

- Tier 1 (1–5 Attorneys): R489.00 per month.
- Tier 2 (6–10 Attorneys): R979.00 per month.
- Tier 3 (11+ Attorneys): R1,478.00 per month.

3.3 Annual Subscription Discount: The Subscriber may elect to settle the subscription fees annually in advance. In the event of an upfront payment for a 12-month subscription period, the Subscriber shall be entitled to a 15% discount on the total aggregate annual fee, calculated against the standard monthly rate for the applicable tier.

3.4 All fees stated herein are quoted in South African Rand (ZAR) and are Exclusive of any applicable Value Added Tax (VAT), unless otherwise specified. It is the responsibility of the Subscriber to ensure that their chosen payment method is valid and sufficiently funded to process recurring payments on the agreed billing date.

3.5 The Service Provider reserves the right to review and amend the subscription fee structure from time to time. In the event of a price adjustment, existing Subscribers shall be provided with at least thirty (30) days' written notice via the email address associated with their account. The amended fees will only apply to the billing cycle following the expiry of the notice period.

4. Payment, Billing, and Cancellation

4.1 Payment Terms: All subscription fees for the Premium Services are payable strictly in advance. Upon the commencement of the subscription, the Subscriber authorizes the Service Provider to charge the selected payment method for the applicable monthly or annual fee. All fees paid are non-refundable, except where required by law or as expressly determined by the Service Provider at its sole discretion.

4.2 Billing Cycles: Subscriptions are billed on a recurring basis starting on the date of registration. Monthly subscriptions are billed on the same calendar day of each subsequent month (e.g., a subscription activated on the 14th will renew on the 14th of every month thereafter). Annual subscriptions are billed on the anniversary of the initial activation date. As billing is based on the registration date, no pro-rata adjustments are applied.

4.3 Automatic Renewal: To ensure uninterrupted service, this subscription will continue and renew automatically at the end of each billing cycle. The Subscriber acknowledges that the subscription will remain active and the payment method on file will be charged on each renewal date until such time as the Subscriber formally terminates the agreement in accordance with the cancellation policy outlined below.

4.4 Cancellation Policy: You may cancel your subscription at any time by providing 20 days' written notice to the Service Provider via the designated account management portal or by emailing the support department. Your subscription will remain active, and you will continue to have access to premium features, until the end of the notice period. No refunds will be provided for any partial months or unused portions of a prepaid annual subscription.

4.5 Failure to Pay: It is the Subscriber's responsibility to ensure that payment details remain current and that the payment method has sufficient funds. In the event of a failed payment attempt, the Service Provider reserves the right to suspend or restrict access to the Premium Subscription Services. If payment remains outstanding for more than seven (7) days after the due date, the Service Provider may terminate the subscription with immediate effect, without prejudice to any rights to recover outstanding amounts owed.

4.6 Price Changes: The Service Provider reserves the right to change subscription fees at any time. Any changes to pricing will be communicated to the Subscriber in writing (including email) at least thirty (30) days prior to the effective date of the change. If the Subscriber does not wish to accept the new pricing, they must cancel their subscription before the next billing cycle commences.

5. Your Obligations and Warranties

5.1 General Warranty of Capacity: The Subscriber warrants that they have the requisite legal power and authority to enter into this agreement and that the person executing this electronic acceptance is duly authorized to bind the firm to these terms and conditions. The Subscriber confirms that all information provided during the registration process is true, accurate, current, and complete.

5.2 Professional Compliance Warranty: You warrant that all attorneys listed under your firm's profile are duly admitted, enrolled with the Legal Practice Council of South Africa, and are in good standing. You agree to immediately update your profile or notify the Service Provider in writing if any listed attorney is suspended, removed from the roll, or otherwise disqualified from practicing law. The Service Provider reserves the right to request proof of current registration with the Legal Practice Council at any time.

5.3 Compliance with Laws and Ethics: The Subscriber agrees to comply with all applicable laws, regulations, and ethical rules governing the legal profession in South Africa, including but not limited to the Legal Practice Act 28 of 2014 and any code of conduct prescribed by the Legal Practice Council. The Subscriber shall ensure that their profile and any content uploaded to the platform does not constitute misleading or deceptive advertising, nor does it contravene any professional conduct standards.

5.4 Accuracy of Profile Content: The Subscriber is solely responsible for the content, accuracy, and legality of the information posted on their profile. This includes, but is not limited to, practice areas, contact details, and attorney qualifications. The Subscriber shall ensure that their profile does not infringe upon the intellectual property rights of any third party and does not contain any defamatory, obscene, or illegal content.

5.5 Indemnification for Breach of Warranty: The Subscriber agrees to indemnify, defend, and hold the Service Provider harmless against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- A breach of the warranties set forth in this section 5;
- Any inaccuracy in the information provided regarding the status of any attorney; or
- Any violation of applicable legal, professional, or ethical standards committed by the Subscriber or any attorney listed under their firm.

5.6 Security Obligations: The Subscriber is responsible for maintaining the confidentiality of their account login credentials and for all activities that occur under their account. The Subscriber must notify the Service Provider immediately of any unauthorized access or security breach relating to their account.

6. Data Protection (POPIA)

6.1 Commitment to Compliance: The Service Provider is committed to protecting the privacy and personal information of all users. We will process your firm's data in accordance with our Privacy Policy and the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA"). By engaging with our services, both parties acknowledge their respective roles and responsibilities in ensuring that the collection, processing, and storage of personal information are conducted in a lawful, transparent, and secure manner.

6.2 Data Controller and Processor: In the context of the information provided by the Subscriber for public listing purposes, the Service Provider acts as the operator (processor) in relation to the personal information of the firm's staff and the Subscriber acts as the responsible party (controller) for such information. The Subscriber warrants that they have the necessary authority, consent, or legal basis to disclose the personal information of any attorneys or staff members listed on the platform.

6.3 Responsibility for Accuracy: You are strictly responsible for the accuracy, completeness, and relevance of all information you provide for your firm's listing. In accordance with POPIA, you must ensure that the personal information of your personnel is kept up to date. You agree to rectify, update, or remove any inaccurate information immediately upon becoming aware of any discrepancies.

6.4 Security Measures: The Service Provider implements appropriate technical and organizational measures to safeguard personal information against unauthorized access, loss, or destruction. While we employ industry-standard security protocols to protect the data hosted on our platform, the Subscriber acknowledges that no digital platform can guarantee absolute immunity from security breaches. The Subscriber shall notify the Service Provider immediately if they suspect any unauthorized access to their account or any potential data breach.

6.5 Data Minimization and Purpose Limitation: The Service Provider will only process personal information for the specific purposes for which it was collected, namely to facilitate the professional listing and visibility of the Subscriber within the directory. We will not process or share personal information for any secondary purposes without obtaining the necessary consent or having a legal justification as permitted under POPIA.

6.6 Rights of Data Subjects: The Subscriber acknowledges that individuals whose personal information is listed on the platform have certain rights under POPIA, including the right to access their information, the right to request correction or deletion, and the right to object to the processing of their information. The Subscriber agrees to facilitate the exercise of these rights by their staff members or personnel where such requests are routed through the Subscriber's office.

6.7 Indemnity regarding Third-Party Data: If the Subscriber inputs the personal information of any third parties (such as clients or referral partners) into the booking or communication tools provided by the Service Provider, the Subscriber warrants that they have obtained the express, informed consent of those third parties to process their personal information through our platform. The Subscriber indemnifies the Service Provider against any claims or regulatory fines arising from the Subscriber's failure to obtain such consent.

7. Disclaimer and Limitation of Liability

7.1 Service "As Is" Basis: The Premium Subscription Services are provided on an "as is" and "as available" basis. The Service Provider makes no representations or warranties of any kind, express or implied, regarding the operation of the website, the accuracy of the information provided, or the content contained on the platform. To the fullest extent permitted by applicable law, the Service Provider disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

7.2 Performance Disclaimer: The Service Provider does not guarantee any specific volume of client leads, engagement, or legal instructions resulting from your subscription. The efficacy of the services depends on various external factors, including market conditions, the quality of the Subscriber's profile content, and search engine algorithms, which are outside of the Service

Provider's control.

7.3 Limitation of Liability: To the maximum extent permitted by applicable law, the Service Provider, its directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from: (i) your access to, use of, or inability to access or use the service; (ii) any conduct or content of any third party on the service; or (iii) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not the Service Provider has been informed of the possibility of such damage.

7.4 Cap on Damages: In no event shall the aggregate liability of the Service Provider for all claims arising out of or relating to this agreement exceed the total amount of subscription fees actually paid by the Subscriber to the Service Provider in the twelve (12) month period immediately preceding the event giving rise to the claim. This limitation applies notwithstanding any failure of essential purpose of any limited remedy.

7.5 External Content: The platform may contain links to third-party websites or resources. The Service Provider has no control over such sites and is not responsible for the availability, content, or accuracy of any external sites. The Subscriber acknowledges and agrees that the Service Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such sites.

7.6 Force Majeure: The Service Provider shall not be liable for any failure or delay in the performance of its obligations under this agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, network failures, or strikes.

8. Governing Law

8.1 Governing Law: These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes, claims, or controversies arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the competent courts of South Africa.

8.2 Dispute Resolution: In the event of any disagreement or dispute arising between the Subscriber and the Service Provider, the parties agree to engage in good-faith negotiations to resolve the issue amicably. If the matter cannot be resolved within thirty (30) days of the initial notification of the dispute, either party may seek appropriate legal recourse through the courts of the Republic of South Africa.

8.3 Severability: Should any provision of this agreement be found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The parties agree that the affected provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the parties.

8.4 Entire Agreement: This document, including all policies incorporated by reference, constitutes the entire agreement between the Subscriber and the Service Provider regarding the Premium Subscription Services. It supersedes all prior agreements, understandings, or representations, whether written or oral, concerning the subject matter hereof. No amendment to these terms shall be binding unless executed in writing by an authorized representative of the Service Provider.

8.5 No Waiver: The failure of the Service Provider to enforce any right or provision of these terms shall not constitute a waiver of such right or provision. Any waiver of any provision of this agreement will be effective only if in writing and signed by the Service Provider.

8.6 You agree that the domicilium et executandi for all legal proceedings that may arise between the Service Provider and the Subscriber shall be located in Pretoria, Gauteng.