PLEASE READ THESE PLATFORM TERMS OF SERVICE (THESE "TERMS") CAREFULLY. THESE TERMS GOVERN YOUR USE OF THE PLATFORM. YOU ARE ADVISED TO FULLY UNDERSTAND YOUR OBLIGATIONS AND RISKS UNDER THESE TERMS BEFORE USING IT. IF YOU HAVE ANY CONCERNS WITH THESE TERMS, PLEASE CONSULT A PROFESSIONAL ADVISOR BEFORE ENTERING INTO AND ACCEPTING THESE TERMS.

GENERAL

My AI Lawyer is a digital legal assistance service that provides users with instant access to legal guidance through an AI-powered chat platform. This service is designed to offer general legal information, document assistance, and guidance on legal rights, helping Users understand their legal situations more effectively.

My AI Lawyer is not a law firm and does not provide formal legal representation. While the service offers expert-backed legal insights, it is intended for informational purposes only and should not be considered as a substitute for professional legal advice from a qualified attorney.

By using My AI Lawyer, you acknowledge that the service provides automated assistance and general legal guidance, and you agree to use the information responsibly.

In cases requiring personalised legal services, Users may be referred to a qualified legal advisor for once off legal advice, or advised to seek independent legal counsel.

Access to My AI Lawyer Services may be limited where a conflict of interest exists.

A "User" refers to the person using My AI Lawyer. If you have agreed to a paid version of the platform you will be responsible for any subscription payments. A legal entity cannot be the User/Subscriber. "You", "Your", and "Subscriber" may be used with the same meaning.

MYAI (Pty) Ltd, is the provider of the platform. "My AI Lawyer", "We", "Our" or "Us" may be used interchangeably.

USE OF OUR SERVICES

Eligibility

You must be at least 18 years old and legally capable of entering into binding contracts to use our services. By using My AI Lawyer's services, you represent and warrant that you meet these requirements.

Please note that if you are using a free trial on the Platform, the applicable provisions of these Terms will also govern that trial.

Changes to These Terms

These Terms may be changed by us from time to time without any prior notice. You may determine if any such changes have taken place by referring to the "Document Version" date on which these Terms were last updated. You are encouraged to check for any updates to these Terms prior to your use of the Platform. Your continued use of the Platform constitutes your acknowledgement and acceptance of these Terms as changed from time to time.

Personal information and communications

We are bound by the terms and provisions of both Section 51 of the Electronic Communications and Transactions Act, 2002 ("ECT Act") as well as the Protection of Personal Information Act 4 of 2013 ("POPI Act") regarding the processing of your personal information. We may use any necessary legal means to check and validate the information you provide to us.

Your information shall be kept confidential. However, we may disclose it to certain third parties (as required in the

normal course of our business), and as may be legally required by us.

Where your personal information is shared with third parties, we endeavour to ensure that they understand and adhere to the provisions of the POPI Act in so far as it relates to the processing of your personal information, and we endeavour to have privacy agreements in place to ensure adherence to this. We have implemented reasonable security measures to protect the personal information that we process to ensure that your privacy and confidentiality is upheld.

In using My AI Lawyer, you have provided us with your personal information and have further consented to us processing your personal information in accordance with the provisions of the POPI Act and you further confirm that the information you have provided us is accurate and correct. We will destroy your personal information that you have provided to us upon your request. All our case records are kept for a minimum period of 5 (five) years.

The information submitted by you will be made available to and processed by us where required. You acknowledge that we and our affiliates (including but not limited to Legal and Tax Services (Pty) Ltd and Legal Interact (Pty) Ltd) may contact you.

This document is to be read together with our Privacy and PAIA Policy available on our website which you are deemed to have agreed to by using My AI Lawyer.

SUBSCRIPTION AND PAYMENT

Subscription Plans

To access certain features of our platform, you must subscribe to My AI Lawyer. You agree to provide accurate and complete information during the subscription process and to keep your account information updated. You are responsible for maintaining the confidentiality of your subscription credentials and for all activities that occur under your account.

We offer various subscription plans with different features and pricing. You can view and select a subscription plan that suits your needs on our platform.

Billing and Payment

By subscribing to our services, you agree to pay the applicable subscription fees in advance. Payments are processed through our third-party payment providers. You authorise us to charge your selected payment method for the subscription fees and any applicable taxes.

If you have been provided access to My AI Lawyer via one of our third-party partners, you will manage your subscription and access in line with your agreement with your chosen third-party provider.

Cancellation and Refunds

You can cancel your subscription at any time by contacting our customer care team on +27 (10) 476 3280 or emailing info@myailawyer.co.za, or your third-party provider. Your subscription will automatically be cancelled if we do not receive your subscription payment.

ESCALATION TO HUMAN LEGAL ADVISOR

Escalation and consent to share transcript

If your matter is escalated to a Human Legal Advisor ("Human Advisor"), you acknowledge and expressly consent that we will share your chat transcript and any other information you have provided to the Platform with the Human Advisor for the purpose of reviewing and advising on your matter. Such sharing is limited to the information reasonably necessary for the Human Advisor to consider your matter.

Review time and office hours
Human Advisors will require time to review your chat transcript and any supporting documents. Human Advisors will contact you only during our office hours: Monday to Thursday 08h30 to 16h30 and Friday 08h30 to 15h30 South African Standard Time (SAST). These office hours exclude South African public holidays. The Human Advisor will endeavour to contact you as soon as reasonably practicable during office hours following escalation, but we do not guarantee any specific response time.

Emergencies and urgent matters
The Platform and Human Advisors are not an emergency service. If your matter is urgent or an emergency, you should not rely on the Platform or the escalation process - you should immediately contact the appropriate emergency or crisis services or obtain urgent legal assistance by other means.

USER CONDUCT
Prohibited Activities
- Use our services for any unlawful or unauthorised purpose.
- Interfering with or disrupting the operation of our platform.
- Uploading or transmit any harmful or malicious content.
- Attempting to gain unauthorised access to our systems or user accounts.
- Use our services to harass, abuse, or harm others.
- Continued access is subject to fair usage. Our fair usage guidelines are available on our website.

We reserve our right to restrict access to My AI Lawyer and its associated services for any reason whatsoever.

Content Ownership and Licenses
You retain ownership of any content you submit or upload to our platform. By submitting content, you grant us a nonexclusive, royalty-free, worldwide license to use, modify, reproduce, and distribute your content in connection with our services.

Intellectual Property
All content, trademarks, logos, and other intellectual property on our platform are owned by or licensed to My AI Lawyer. You agree not to use, reproduce, or distribute any intellectual property without our prior written consent.

DISCLAIMERS AND LIMITATION OF LIABILITY
No Legal Advice
My AI Lawyer provides information to assist you with your legal matter. While we are continuously curating the accuracy of the information provided the answers you receive may not be up to date at the time of use. Our services should not be used as a substitute for professional legal judgment.

Limitation of Liability
To the maximum extent permitted by law, My AI Lawyer will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of our services.

Indemnification
You agree to indemnify and hold My AI Lawyer, its affiliates, officers, directors, employees, and agents, including resellers and third-party platforms through which the My AI Lawyer may be accessed or distributed, harmless from any claims, liabilities, damages, losses, or expenses arising out of your use of our services or violation of these Terms.

Governing Law
These Terms are governed by and construed in accordance with the laws of South Africa. Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of South Africa.