

CONTROLLED POLICY**WEBSITE TERMS OF USE AND ELECTRONIC TRANSACTION TERMS****MW-WEB-003 | MEDIATE WORKS (PTY) LTD**

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Version	1.0
Status	Draft for formal adoption
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Policy owner	Ebrahim Patelia — Chief Executive
Primary contact	Ebrahim Patelia — ebrahim@mediateworks.com
General contact	info@mediateworks.com +27 87 150 5283
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Effective date	5 August 2026
Review cycle	At least annually and on material legal, regulatory, service or technology change

1. Agreement and application

- 1.1. These Terms govern use of mediateworks.com and its public digital services. By using the site, a user agrees to these Terms to the extent legally enforceable. Where a user books, pays for or accepts a professional service, the specific booking terms, proposal, engagement letter, mediation agreement, arbitration terms, training agreement or other service contract also applies. If there is a conflict, the specific engagement document prevails for that engagement unless law requires otherwise.
- 1.2. These Terms are written to preserve rights under the CPA, ECTA and other applicable law. No clause excludes a right or remedy that may not lawfully be excluded.

2. Supplier information

- 2.1. For purposes of electronic transactions, the supplier is:
- 2.2. Mediate Works (Pty) Ltd (referred to as MW) Legal status: private company incorporated in the Republic of South Africa Registration number: 2015/160919/07 Office bearers/directors required to be disclosed under ECTA: Ebrahim Patelia; Place of registration and legal service: Republic of South Africa Physical address: 24, 1st Avenue, Houghton Estate, 2198; Website: <https://www.mediateworks.com/> Primary contact: Ebrahim Patelia, Chief Executive, ebrahim@mediateworks.com General email: info@mediateworks.com Telephone: +27 87 150 5283, BBBEE Level 1, VAT number, CSD, Tax Clearance: please request Professional/accreditation bodies to be updated.

3. WHAT THE WEBSITE DOES

- 3.1. The site describes MW's dispute-resolution, training and advisory services, publishes general educational material, enables enquiries/quotes and subscriptions, and may provide online booking, payment and Med-AI functionality. The site is not itself a court, tribunal, law firm, emergency service or guarantee that MW will accept an appointment.

4. NO APPOINTMENT MERELY BY BROWSING OR ENQUIRING

- 4.1. Viewing the site, sending a form, speaking to MW for an initial enquiry or using Med-AI does not appoint MW or any named individual as mediator, arbitrator, adviser or legal representative. A professional appointment arises only when the applicable appointment/engagement requirements are satisfied. For mediation this will ordinarily require acceptance by the mediator/MW as applicable and the required parties' agreement to the process or another valid source of appointment authority.
- 4.2. Until a conflict check and appointment are confirmed, users should avoid sending detailed confidential merits documents.

5. GENERAL INFORMATION, NOT UNIVERSAL ADVICE

- 5.1. Website and blog content is general information. Law, court directives and professional practice change and may differ by jurisdiction, forum and facts. Users should obtain appropriate professional advice for decisions affecting rights. Where an MW professional is separately engaged to advise, the scope and status of that engagement will be defined in the engagement terms.

6. ELECTRONIC TRANSACTIONS AND REVIEW BEFORE ORDER

- 6.1. Where MW offers a service for electronic purchase or booking, the page/flow will provide the material characteristics of the service, full price or a clear method of determining price, taxes/fees where applicable, payment method, delivery/performance timing, cancellation/refund terms, record-access arrangements, security/privacy information and applicable consumer rights required by ECTA section 43.
- 6.2. Before a binding order, the system should allow the user to review the transaction, correct mistakes and withdraw before final submission. MW will retain a transaction record as required by law and the retention policy.

7. PRICES, QUOTATIONS AND PAYMENT

- 7.1. Prices on the website where displayed are stated before VAT, disbursements or bespoke solutions. The user may request the identification and removal of unavoidable additional charges. A bespoke quotation remains subject to its validity period and stated assumptions. Payment obligations for professional engagements are governed by the accepted quote/engagement. MW will not ask a consumer to surrender a statutory right as a condition of service.

8. CONSUMER COOLING-OFF AND ADVANCE-BOOKING RIGHTS

- 8.1. Where ECTA section 44 applies to a service transaction, the statutory cooling-off right applies. ECTA excludes transactions from that Chapter, including services that begin with the consumer's consent before

the relevant seven-day period expires. Where early performance is requested, MW's booking flow will obtain a clear request/acknowledgment of this in its terms.

- 8.2. CPA rights relating to advance reservations/bookings, reasonable cancellation charges, fair terms and quality of service apply where the CPA applies. A fifty percent retention fee is applied for any cancellations or postponements made within 10 normal days of the booking and 100% if this occurs within 5 normal days of the booking. MW-BOOK-006 must be read subject to those rights.

9. USER RESPONSIBILITIES

- 9.1. Users must provide materially accurate booking and contact information; use the site lawfully; respect the rights, privacy and confidentiality of others; not impersonate another person; not upload malicious code; not attempt unauthorised access; and not use MW systems to harass, discriminate, defraud or infringe intellectual property.
- 9.2. Users must not submit another person's confidential or personal information merely because a form permits text entry. The person submitting information must have an appropriate reason and authority to do so.

10. INTELLECTUAL PROPERTY

- 10.1. MW-IP-009 applies. Unless otherwise stated, MW retains rights in original website text, training content, graphics, templates, brand assets and other protected material. A user may access public content for personal/professional reference but may not commercially reproduce, sell, adapt, republish, bulk scrape or use it to train a commercial AI model without written permission, subject always to rights permitted by law.
- 10.2. Third-party content remains the property of its owner and is used under applicable licence/permission.

11. MED-AI

- 11.1. Use of Med-AI is additionally governed by MW-AI-005. Users should not treat output as legal advice or as a professional evaluation of their dispute and should not submit confidential mediation communications, privileged materials, credentials or unnecessary special personal information.

12. EXTERNAL LINKS AND EMBEDDED SERVICES

- 12.1. The site may link to third-party websites or embed services such as video, social media, booking, payment or map tools. A link does not mean MW controls the third party. Third-party terms and privacy practices may apply. MW will choose and monitor material providers with reasonable care but cannot warrant an independent third party's continuing availability or content.

13. AVAILABILITY AND CHANGES

- 13.1. MW may maintain, change or discontinue site functions. It does not guarantee uninterrupted or error-free availability. Material changes to accepted paid services remain subject to contract and consumer law.

14. RESPONSIBLE LIMITATION OF LIABILITY

- 14.1. To the maximum extent permitted by applicable law, general website information and free digital tools are provided without a guarantee that they are complete, current or fit for every user's purpose. MW remains responsible for liability that law does not allow it to exclude. Nothing in these Terms excludes liability for gross negligence, wilful misconduct or other liability that may not lawfully be excluded, nor does it diminish applicable CPA rights.
- 14.2. Professional services are governed by the applicable engagement and professional duties. No website disclaimer excuses a mediator or practitioner from duties of independence, impartiality, competence, confidentiality or fairness applicable to the engagement.

15. GOVERNING LAW AND DISPUTES

- 15.1. South African law governs these website Terms, subject to mandatory law that applies to a user elsewhere. Nothing prevents a consumer or data subject from approaching a regulator, ombud, court or other body where the law permits. Service-specific dispute-resolution clauses may apply under a separate engagement.

16. CONTACT AND COMPLAINTS

- 16.1. Primary website/compliance contact: Ebrahim Patelia at ebrahim@mediateworks.com. General service queries may also be sent to info@mediateworks.com. Privacy/PAIA matters: Ebrahim Patelia at ebrahim@mediateworks.com, subject to the Information Officer registration verification stated in MW-PRIV-001. Professional-conduct complaints: MW-COMP-011.
- 16.2. Effective date: 5 August 2026

17. RELATED MW CONTROLLED DOCUMENTS

- 17.1. MW-PRIV-001 — Privacy and POPIA Notice
- 17.2. MW-COOKIE-004 — Cookie and Tracking Policy
- 17.3. MW-AI-005 — Med-AI Terms, Data Notice and Responsible AI Policy
- 17.4. MW-BOOK-006 — Booking, Payment, Cancellation and Refund Terms
- 17.5. MW-DISC-008 — Website and Professional Services Disclaimer
- 17.6. MW-IP-009 — Intellectual Property and Acceptable Use Policy
- 17.7. MW-COMP-011 — Complaints and Professional Conduct Review Policy

18. VERIFIED AUTHORITIES AND REVIEW BASIS

- 18.1. Legal/professional source check completed 5 August 2026. Primary legislation, regulator/court materials and IMI's own standards were prioritised. The SALRC mediation paper is treated as reform material, not enacted law; IMI draft-code consultation material is treated as non-binding.
- 18.2. [South African Government — Electronic Communications and Transactions Act 25 of 2002](#)

18.3. [South African Government — Consumer Protection Act 68 of 2008](#)

18.4. [Protection of Personal Information Act 4 of 2013](#)



Document control and approval

Approved by	EBRAHIM PATELIA
Capacity	CEO
Signature	EP
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