



CTLPA

CAPE TOWN LEGAL
PROFESSIONALS ASSOCIATION

WEBSITE POLICIES

Website Terms of Service

Terms applying to CTLPA
online resources

For adoption
9 October 2026

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1 The Association and this Website

- 1.1 The Website is operated by the Cape Town Legal Professionals Association, being the voluntary association formed in 2019, through which legal professionals and others supporting its objects may participate in the advancement of the profession and the public interest, with a geographic focus extending throughout the Western Cape, including the West Coast, Somerset West and Simon's Town.
- 1.2 These Terms govern the Website and the services made available through it, while membership, a professional mandate, an appointment and a particular transaction each require the separate approvals and arrangements applicable to that relationship; an enquiry, a Website account, a newsletter subscription or participation in an event does not, of itself, confer membership or authority to represent the Association.
- 1.3 The proposed incorporation of Cape Town Legal Professionals Association NPC does not, of itself, change the operator or contracting party under these Terms, and the NPC shall assume responsibility only after incorporation and the lawful transfer of the relevant activity, with a notice identifying the company, its registration number, the effective date, the arrangements for existing commitments and the applicable contact particulars; any consent required for the transfer of contractual obligations or Personal Information must be obtained, and accrued rights shall be preserved.
- 1.4 No statement in these Terms represents that the Association or the proposed NPC is registered under the Nonprofit Organisations Act, approved as a public benefit organisation under section 30 of the Income Tax Act, exempt from tax or authorised to issue section 18A receipts, and any such status must be established by the applicable registration or written approval before it is represented as effective.

2 Definitions and interpretation

- 2.1 **“Association”** or **“CTLPA”** means the Cape Town Legal Professionals Association described in clause 1.1, and includes a successor operator only to the extent that the succession has lawfully taken effect and has been notified in accordance with these Terms.
- 2.2 **“Website”** means <https://capetownlawyers.co.za> and the public pages, accounts and services operated by the Association through that domain.

- 2.3 **“Terms”** means these Website Terms of Service, together with any additional terms for a particular service which are provided and accepted before the relevant agreement is concluded.
- 2.4 **“User”** means a person accessing the Website, and includes an authorised representative acting for an organisation where the context permits.
- 2.5 **“Member”** means a person formally admitted to membership under the governing instrument and membership requirements applicable at the time, and does not include a person solely because that person has registered a Website or careers account.
- 2.6 **“Legal Practitioner”** means an attorney or advocate admitted and enrolled as such under the Legal Practice Act, 28 of 2014, with any entitlement to practise, accept instructions or perform particular work being subject to that Act and the applicable professional requirements.
- 2.7 **“Legal Professional”**, as a description of the community served by CTLPA, includes a Legal Practitioner, a candidate legal practitioner undertaking recognised practical vocational training, whether as a candidate attorney or as a pupil towards admission as an advocate, and a holder of a recognised LLB or equivalent legal qualification, including a qualifying graduate seeking work or training and qualifying in-house counsel, legal advisers, legal academics and researchers, whether admitted or not; this description does not confer a practising right or replace the eligibility provisions of the applicable membership instrument.
- 2.8 **“Content”** means articles, practice resources, notices, photographs, recordings, publications and other material made available through the Website, while **“User Content”** means material which a User submits for a profile, vacancy, application, contribution, enquiry or other permitted purpose.
- 2.9 **“CPA”** means the Consumer Protection Act, 68 of 2008, **“ECTA”** means the Electronic Communications and Transactions Act, 25 of 2002, **“PAIA”** means the Promotion of Access to Information Act, 2 of 2000, and **“POPIA”** means the Protection of Personal Information Act, 4 of 2013, in each case read with the regulations and amendments in force at the relevant time.
- 2.10 **“Personal Information”** has the meaning assigned in POPIA, and **“LPC”** means the Legal Practice Council established under the Legal Practice Act.
- 2.11 References to days mean calendar days unless business days are expressly stated, in which case the calculation prescribed by the legislation governing the particular right applies; a reference to a statutory right includes the conditions, exceptions and remedies attaching to that right.

3 Application and acceptance

- 3.1 Public Content may be accessed subject to the permissions and restrictions stated in these Terms and applicable law, and where an account, submission or transaction requires contractual acceptance, the Association shall make the relevant terms available in a form which can be read, saved and reproduced before requesting an express act of acceptance; merely visiting the Website does not constitute admission to membership, agreement to a future ethical code or consent to marketing.
- 3.2 A User entering into an agreement must have the necessary legal capacity and, when acting for another person or an organisation, the authority to do so, while any service intended for adults may require confirmation that the User is at least 18; assistance and any lawful alternative arrangement may be requested where a prospective participant cannot complete the online process.
- 3.3 Applicable law prevails over these Terms, and the governing instrument and duly adopted membership rules govern membership rights and obligations, while additional terms expressly accepted for a particular service govern the specific matters they address; no Website provision amends a constitution or memorandum of incorporation, reduces a statutory right or makes the Association the sole judge of a dispute.

4 Accounts and access

- 4.1 A User must provide accurate information appropriate to the account or service requested, keep relevant contact and professional particulars current and use only an account which the User is authorised to operate, while the Association may undertake proportionate verification and request further information through an appropriate secure channel where this is reasonably necessary to establish eligibility, authority or account security.
- 4.2 Account credentials must be kept confidential and protected against unauthorised use, and a User who becomes aware of compromise or an unauthorised transaction should notify the Association promptly so that access may be secured; responsibility for any resulting loss shall be determined according to the circumstances and applicable law, without treating every action through an account as conclusively authorised by its holder.
- 4.3 Access to a restricted service depends on the account category and permissions granted, and a free candidate careers account does not confer membership, access to the colleague directory, CPD records, pro bono journals

or other Member services; the Association shall identify the scope and any charge before a User elects to obtain an additional service.

5 Membership and ethical commitments

- 5.1 A membership enquiry records an interest in joining and enables the Association to respond, while admission requires a completed application, consideration under the applicable eligibility requirements, express acceptance of the governing documents and subscription terms, and written confirmation of admission after the required formalities have been met; payment, registration or participation on behalf of a firm does not dispense with an individual eligibility assessment where one is required.
- 5.2 The applicable classes of membership, rights, subscriptions, concessions, renewal arrangements and procedures for resignation or discipline shall be disclosed before admission, and Members shall pay the joining fee and annual subscription duly approved under the governing instrument applicable to them; for the proposed NPC, clause [6.5](#) of the proposed MOI, read with clause [19.4](#), requires approval of the subscription schedule by an Ordinary Resolution of Voting Members before public membership applications are accepted, with at least 30 days' notice given before a first charge or increase takes effect for an existing Member, while a proposed fee, Website listing or these Terms alone does not adopt the schedule or confer voting or appointment rights on a sponsor or employer.
- 5.2.1 Under clauses [5.2](#) and [5.3](#) of the proposed MOI, eligible candidate attorneys and pupils may participate as Voting Members, with Candidate and Pupil Members being a descriptive category within that class, while clause [5.4](#) permits the Board, at its discretion and under published eligibility criteria, to open Student Member and Supporting Member categories within the non-voting class, with individual applicants required to be at least 18 and organisational Members represented by an authorised adult; those arrangements take effect only after incorporation and the necessary adoption and approvals, and an enrolled student does not become a Legal Professional merely through student membership.
- 5.3 A supplementary ethical code shall bind a Member only in accordance with its valid adoption and the applicable membership arrangements, without displacing legislation, professional rules, duties owed to clients, employers or courts, or protected rights; a proposed code or expression of personal support must not be represented as an adopted obligation before it takes effect.

- 5.4 Any approved membership or ethical-commitment badge must be used only by a person entitled to display it, in the authorised form and with an accurate link to the relevant record, and must be removed when that entitlement ends; the badge does not constitute LPC accreditation, a practising certificate, specialist recognition or a guarantee of professional conduct.

6 Practice information and professional assistance

- 6.1 Practice resources, legislative commentary, newsletters and other general Content are intended to support professional awareness and public information, and must be considered with their publication date, stated scope and source, since legislation, court practice and individual circumstances may change; a User responsible for a particular matter should verify the applicable position and obtain advice appropriate to that matter before acting.
- 6.2 Accessing Content, sending an enquiry, communicating through the Website or appearing in a directory does not establish an attorney and client relationship or a mandate for the Association or a listed professional, and professional work requires a separate agreement with a person authorised to undertake it, after the necessary assessment of authority, conflicts, scope and fees.
- 6.3 Public enquiry forms are intended for association administration and do not provide an urgent legal assistance or case-management service, so client identities, identity documents, privileged material and confidential case records should not be submitted through those forms; a person facing a deadline should obtain assistance directly from an appropriate practitioner or service and should not await an association response.

7 Directories and professional contacts

- 7.1 Public directory participation is optional and is confined to the profile information which the Member has chosen to make public, while the signed-in colleague directory is intended for authorised professional contacts, correspondent work, referrals and practice support; neither directory is a general permission to copy contact details for marketing or to make information available outside its intended audience.
- 7.2 A person submitting or maintaining a profile must accurately distinguish admission, enrolment, present practising status, qualifications, employment, areas of work and the capacity in which instructions may be accepted, and must promptly correct a material change; a graduate or other person who is not an

- admitted Legal Practitioner may not use the Website or a CTLPA designation to imply entitlement to reserved professional work.
- 7.3 A directory entry or service category does not, by itself, establish availability, specialist accreditation or suitability for a particular instruction, and parties must confirm the professional's current authority, any required practising or fidelity fund certificate, relevant conveyancing or notarial qualification, applicable referral or direct-instruction arrangements, conflicts, scope and fees before a mandate is accepted.
- 7.4 The Association may verify the particulars it expressly identifies as reviewed, correct an error or restrict a misleading entry, but remains responsible for its own representations and any verification it undertakes; the professional remains responsible for the services accepted under a separate mandate, and a directory introduction does not authorise the Association to receive client funds or instructions on that professional's behalf.

8 Careers and recruitment

- 8.1 The careers service enables eligible Members to publish reviewed vacancies and eligible Users to apply, while candidate legal practitioners may register for the free careers service within its stated scope; a vacancy must relate to a genuine opportunity, identify the recruiting person or organisation accurately and comply with applicable employment and equality law, without an undisclosed application charge or misleading promise of employment.
- 8.2 An applicant must have an opportunity to review the information to be sent before submitting an application, which is shared with the Member who posted the vacancy in accordance with the Careers Privacy Notice and the Privacy Policy; a profile is not a public candidate database, and a recruiting User may use application information only for the disclosed recruitment purpose and any further processing permitted by law.
- 8.3 Vacancy review concerns publication standards and does not constitute a recommendation, verification of every assertion or a recruitment decision, while selection, references, employment conditions and any offer remain matters for the recruiting party and applicant, unless the vacancy expressly identifies the Association as the employer; no appointment is guaranteed by an application or Website account.
- 8.4 Changes to a career profile do not retrospectively change an application already submitted, and withdrawal through the service removes the recipient's further access through the platform subject to the stated retention arrangements,

without retrieving copies already lawfully obtained; clauses [6.2](#) and [12.4](#), together with section [13](#), of the Privacy Policy, read with the Careers Privacy Notice, explain the controls, retention periods and rights applicable to those records.

9 Learning and pro bono records

- 9.1 The CPD and pro bono journals enable eligible Members to maintain personal records and submit activities for any review made available by the Association, but the recording of hours, a review status, an attendance record or participation in a CTLPA initiative does not establish LPC recognition, compliance with a professional training requirement or entitlement to pro bono credit.
- 9.2 Where an activity has received specific recognition from the LPC or another competent body, the applicable authority, conditions and scope shall be stated separately, and a request for future recognition shall not be described as an approval; each participant remains responsible for checking the requirements applicable to that participant's professional status.
- 9.3 Entries must be accurate, supported where appropriate and limited to information necessary for the record, using non-identifying references instead of client names, privileged advice or confidential case details, and the journals shall not be used as a repository for client files; Users should retain their own appropriate supporting records, having regard to the retention and export arrangements stated for the service.

10 Participation and public benefit initiatives

- 10.1 Expressions of interest in volunteering, committees, directorships, community projects, sponsorship or corporate social investment enable the Association to assess a proposed contribution and do not constitute appointment, employment, an agency relationship or authority to make commitments on its behalf; the scope, supervision, responsibilities, expenses and any conditions of participation must be agreed before the work begins.
- 10.2 Any professional assistance offered through a community initiative must be undertaken within the participant's lawful competence and authority, with appropriate supervision, confidentiality and conflict arrangements, while a financial contribution or commercial relationship shall not confer control over the Association's independent positions, member admissions or governance.

11 Charges and electronic transactions

- 11.1 Where the Association offers a subscription, event place, publication, advertisement or other paid service, the offer shall identify the supplier and service, the full price in rand including any applicable VAT and other mandatory charges, the payment method, the period of supply, any minimum commitment and the applicable cancellation and refund arrangements before the User is required to accept or pay; an optional additional charge may be incurred only with the User's agreement.
- 11.2 Where ECTA applies, the Website shall make the required supplier particulars and transaction information available, including the physical and legal-service addresses, telephone and electronic contact details, applicable office-bearer and registration particulars, relevant codes and their means of access, payment security and privacy arrangements, delivery or performance period and the manner and period for obtaining the transaction record; the User must be able to review the transaction, correct mistakes and withdraw before placing the final order.
- 11.3 An electronic offer shall state when acceptance occurs, and an automated acknowledgement of receipt shall not constitute acceptance unless it expressly confirms the agreement; the accepted terms, charges and confirmation shall be provided in a form which can be retained, while any material error identified before acceptance shall be corrected and submitted for the User's agreement instead of being used to impose an unapproved price.
- 11.4 Payments may be requested only through an identified authorised channel, using arrangements appropriate to the transaction and the security requirements of ECTA, and the Association remains responsible for its applicable statutory payment-security obligations; no debit order, recurring card charge or paid renewal is authorised merely because a User has created an account or previously made a payment.

12 Cancellation and consumer remedies

- 12.1 The rights conferred by the CPA, ECTA and other applicable law are preserved, including any right arising from deficient performance, misleading information or failure to provide required disclosures, and a cancellation request may be sent to the Association's published email address with sufficient information to identify the transaction; no compulsory use of a Website account shall prevent a User from giving legally effective notice.

- 12.2 Where section 44 of ECTA applies, a consumer may cancel a service transaction within seven days after conclusion of the agreement, or a goods transaction within seven days after receipt, without giving a reason or paying a penalty, subject only to the direct cost of returning goods where applicable, with a refund due within 30 days after cancellation; the statutory exclusions in section 42 remain applicable, including a service which begins with the consumer's consent before that period ends, and any relevant exclusion shall be explained before the transaction is concluded.
- 12.3 Where a transaction results from direct marketing and section 16 of the CPA applies instead of section 44 of ECTA, the consumer may cancel without reason or penalty by written or otherwise recorded notice within five business days after the later of conclusion of the transaction and delivery of goods, with payments returned within 15 business days after the cancellation notice where no goods were delivered, or after the returned goods are received where goods were delivered, subject to the provisions governing their return.
- 12.4 Where section 17 of the CPA applies to an advance booking, reservation or order, the consumer may cancel subject only to a reasonable cancellation charge assessed with reference to the nature of the service, the notice given, the diligent prospect of obtaining a replacement participant and relevant industry practice, and no cancellation charge may be imposed where the statutory exception for death or hospitalisation applies.
- 12.5 If the Association fails to comply with the information or transaction-review requirements of section 43 of ECTA, the consumer retains the right to cancel within 14 days after receiving the goods or services and to obtain the refund required by that section, subject to returning the performance or ceasing use where applicable; a description of a payment as a subscription, contribution or donation shall not defeat rights arising from the substance of the transaction.
- 12.6 Where section 14 of the CPA applies to a fixed-term consumer agreement, the consumer retains the right to cancel on 20 business days' recorded notice subject to a lawful reasonable cancellation charge, together with the applicable expiry and renewal protections, and an annual assessment of a membership subscription shall not, by itself, be treated as consent to a new fixed term or an additional recurring payment.

13 Events and performance

- 13.1 An event notice shall identify the organiser, material programme details, date, venue or access method, eligibility requirements, price and booking terms, together with any specific accreditation claimed and any material participation

risk requiring disclosure; an external event listing is subject to the identified organiser's terms and does not represent a CTLPA partnership or endorsement unless expressly stated.

- 13.2 The Association shall provide a service within the agreed period and, where section 46 of ECTA applies and no different period has been agreed, within 30 days after receipt of the order; if performance is delayed beyond the statutory or agreed period, the consumer retains the right to cancel on seven days' written notice under that section, and unavailability must be communicated immediately with payments refunded within 30 days after that notice.
- 13.3 If an Association event is cancelled, or a material change means that the booked service can no longer be supplied as agreed, the Association shall explain the change and the available refund or alternative arrangements, without compelling acceptance of a substitute, credit or postponed date; applicable rights concerning overbooking, timely performance, service quality and refunds remain unaffected.

14 Donations and sponsorship

- 14.1 A donation must be offered and accepted for a lawful purpose within the Association's objects, with any restriction or material condition recorded before acceptance, while sponsorship involving advertising, event places or another benefit shall identify the benefits and obligations in the relevant agreement; a membership fee or payment for a service is not converted into a gratuitous donation by its description.
- 14.2 The Association shall not promise a tax deduction or issue a section 18A receipt unless the entity receiving the donation holds the necessary current approval and the particular donation satisfies the statutory requirements and conditions of that approval, and the intention to apply for approval does not establish eligibility for an earlier or later payment.

15 Intellectual property and permitted use

- 15.1 Rights in Content belong to the Association or the relevant rights holder, subject to any public-domain status, statutory permission or express licence, and a User may read, link to, download or print Content made available for that purpose for lawful personal study, research or professional reference, provided that source acknowledgements are retained and the material is not misleadingly altered.
- 15.2 Republication, commercial distribution or use of a CTLPA name, logo or badge in a manner suggesting sponsorship, accreditation or endorsement requires the

relevant permission, except where use is otherwise permitted by law, while an express open licence or permission accompanying particular Content governs that material.

- 15.3 These Terms do not restrict lawful quotation, fair dealing, criticism, statutory access to records or the use of material in the public domain, but the availability of a directory or resource does not authorise unlawful collection of Personal Information, unauthorised access to restricted material or interference with the Website.

16 Contributions and other submitted material

- 16.1 A User retains the rights held in User Content and must have the authority necessary to submit it for its stated purpose, while an article, photograph or other contribution expressly submitted for publication carries a non-exclusive permission for the Association to reproduce, format and make it available only to the extent reasonably required for the agreed publication and related presentation; any wider commercial reuse or material adaptation requires a further agreement.
- 16.2 Permission to process an enquiry, recruitment application, private journal or account record is limited to the purpose for which it is supplied and lawful associated administration, and does not constitute permission to publish it or use it in publicity, while a public profile is governed by the Member's publication choices and the Privacy Policy.
- 16.3 The Association may request clarification, decline a contribution, correct a material inaccuracy or remove unlawful material, having regard to the rights of affected persons and the nature of the publication, and should afford the contributor an opportunity to address a disputed concern where reasonably practicable; a complaint about copyright, confidentiality, privacy or another right may be sent through the contact particulars in clause 23.1 with sufficient particulars to identify the material and concern.

17 Responsible use

- 17.1 Users must not impersonate another person, misrepresent professional standing, publish unlawful or misleading material, disclose information in breach of a duty of confidence, harass another participant or use the Website to arrange unlawful conduct, and must not introduce malicious code, evade access controls, disrupt services or obtain information to which they are not entitled.

- 17.2 Professional discussions and directory contacts must be conducted independently and lawfully, without an agreement or coordinated practice to fix fees, divide clients or markets, exclude competitors or exchange competitively sensitive information unlawfully, while legitimate criticism, good-faith complaints, protected disclosures and the lawful exercise of rights remain permitted.

18 Privacy and communications

- 18.1 The Privacy Policy, Cookie Policy and any service-specific notice explain the Personal Information processed through the Website, the purposes and lawful grounds relied upon, relevant recipients, retention arrangements and the means of exercising rights, and acceptance of these Terms is not a general consent to every form of processing, publicity or electronic direct marketing.
- 18.2 Communications necessary to administer an enquiry, account, membership or transaction are distinct from an optional newsletter or marketing subscription, and direct marketing shall comply with POPIA and the CPA, including applicable consent, objection, withdrawal and pre-emptive blocking requirements; withdrawal from marketing does not prevent a necessary administrative message concerning an existing relationship.
- 18.3 Access to information, correction, objection and other statutory requests may be directed to the Association irrespective of whether the requester holds an account or membership, using the procedure applicable to the right concerned, and a draft manual prepared for the proposed NPC does not remove any duty already owed by the existing Association.

19 Availability and responsibility

- 19.1 The Association shall exercise the care reasonably required in operating the Website and supplying its services, while maintenance, communications failures and other interruptions may affect access, in which event it shall take reasonable steps to address a material problem and communicate an appropriate alternative where the circumstances require it.
- 19.2 External websites and independent providers are responsible for the services and material they supply, subject to any responsibility which the Association itself assumes or bears by law, and an external link does not, without an express representation, establish sponsorship, control or approval of every item available at its destination.
- 19.3 Responsibility for loss shall be determined under applicable law, and these Terms do not exclude or limit liability for fraud, wilful misconduct, gross

negligence, breach of a non-excludable statutory duty or a consumer remedy which may not lawfully be restricted; no User is required by these Terms to indemnify the Association against the Association's own unlawful conduct.

20 Restriction, suspension and closure

- 20.1 The Association may restrict a particular feature or suspend an account where reasonably necessary to address a credible security threat, unlawful activity, materially false particulars or a material breach of accepted terms, using measures proportionate to the concern and giving notice, reasons and a reasonable opportunity to respond or remedy the breach where practicable; urgent protective action may precede notice, but shall be reviewed promptly.
- 20.2 Closure of a Website account does not, of itself, constitute resignation or expulsion from membership, determine a disciplinary complaint or defeat an outstanding payment, refund, information or other legal right, and those matters shall be dealt with under the applicable procedures; lawful retention obligations and a reasonable means of seeking access to retained records shall continue after access ends.

21 Changes to the Terms

- 21.1 The Association may revise these Terms for changes in law, Website functions or reasonable operating requirements, with the revised version and its effective date made available and material changes brought to the attention of affected account holders before they take effect, allowing reasonable notice where practicable; a change required urgently for law or security shall be explained as soon as reasonably possible.
- 21.2 A revision shall not retrospectively increase an agreed price, remove an accrued right or change an existing contractual commitment without a lawful basis and any consent required, and continued browsing shall not be treated as acceptance of a new paid service, marketing permission or materially different contractual obligation; a User who does not accept a proposed contractual change may exercise the applicable cancellation or termination rights.

22 Governing law and complaints

- 22.1 South African law governs these Terms, subject to any mandatory protection which remains applicable, and a concern about the Website or an Association service may be addressed to the Association with the relevant account or

transaction reference and the remedy sought so that it may be considered and answered within a reasonable period.

- 22.2 Contacting the Association does not suspend a statutory time limit or make internal resolution a compulsory condition for a remedy available by law, and the User may approach the National Consumer Commission, an applicable consumer protection authority or ombud, the Information Regulator or a court with jurisdiction as the circumstances permit; mediation or arbitration may be agreed voluntarily without excluding a non-waivable right.
- 22.3 If a provision is unlawful or unenforceable, it shall be ineffective to that extent while the remaining provisions continue insofar as they can fairly and lawfully operate, and a failure to insist on a right on one occasion shall not, of itself, amount to a waiver of that right.

23 Contact particulars

- 23.1 Correspondence concerning these Terms, a Website service, a cancellation or a complaint may be addressed to the Cape Town Legal Professionals Association at info@capetownlawyers.co.za, through the contact page at <https://capetownlawyers.co.za/contact>, or by post to Office 8, PineworX, Lonsdale Way, Pinelands, Cape Town, 7405, with the relevant reference where available.
- 23.2 The postal address is provided for correspondence and is not represented as a confirmed place for physical delivery or service of legal process, and any legally required supplier or service-address particulars shall be separately disclosed before an electronic transaction is offered or concluded; these Terms do not restrict any method of service authorised by law.