

WEBSITE & MEDIATION SERVICE TERMS AND CONDITIONS

1. Scope, Operational Application & Agreement to Mediate These Terms govern the use of this website and, where incorporated into an accepted proposal or booking confirmation, the mediation and related administrative services provided by Belinda de Klerk trading as UNCOUPLED ("Uncoupled"). Website users who do not agree must stop using the platform immediately. A mediation participant becomes bound to these service terms upon receiving a reasonable opportunity to review them and accepting them, including by electronic acceptance. Formal mediation services officially commence only upon the execution of a formal Agreement to Mediate signed by all participating parties and the mediator. If a signed Agreement to Mediate conflicts with these Terms, the signed Agreement to Mediate prevails.

2. Neutrality, Mediator's Role & No Legal Advice Belinda de Klerk is a non-practising attorney but does not act in that capacity when providing Uncoupled services. Uncoupled is not a law firm. The mediator acts solely as an independent and impartial facilitator to assist parties in reaching their own mutually acceptable agreements. The mediator does not represent either participant, advocate for individual interests, decide disputes, compel settlement, or guarantee that a proposed outcome is legally complete, fair, or tax-efficient. Engaging in initial enquiries, visiting this website, or participating in mediation sessions does not establish an attorney-client relationship, fiduciary relationship, or legal professional privilege. Uncoupled does not provide formal legal advice, legal representation, financial advice, or psychological therapy. Mediation is not a substitute for independent legal advice. All participants are strongly encouraged to consult independent legal counsel at any stage of the process, particularly prior to executing any binding legal agreement, Consent Order, or Parenting Plan.

3. Confidentiality, Without Prejudice Communications & Exceptions In accordance with South African law and established alternative dispute resolution principles (including High Court Rule 41A), all statements, settlement proposals, and communications made during the mediation process are strictly confidential and conducted on a without prejudice basis. No participant may make audio, video, or automated transcription recordings of sessions without the prior written consent of Uncoupled and every participant. Mediation discussions cannot be subpoenaed or used as evidence in subsequent litigation proceedings, except where required by law or agreed upon in writing by all participating parties. Statutory Exceptions: Confidentiality does not extend to disclosures where there is an imminent risk of serious physical harm to any person, or where reporting is mandatory by law (including mandatory reporting of child abuse or neglect under the Children's Act 38 of 2005).

4. Consumer Rights, Cancellation & Refund Policy Services are performed in compliance with the Consumer Protection Act 68 of 2008 (CPA) and the Electronic Communications and Transactions Act 25 of 2002 (ECTA). Fees and payment terms are set out in the formal quotation or booking confirmation, and no initial deposit is required. Payments must be made via EFT prior to the scheduled service. Uncoupled is not currently registered for VAT as its taxable supplies are below the compulsory registration threshold. Cancellation Rule: A booking may be cancelled without charge by written notice received at least 24 hours before the scheduled session. If notice is received less than 24 hours prior, or if a participant fails to attend, the full quoted fee remains payable. Refund Process: If Uncoupled cancels a service

and cannot reasonably reschedule, or if an overpayment occurs, a refund will be processed via EFT to the originating bank account within 10 business days of confirming banking details.

5. Intellectual Property, Website Content & Limitation of Liability All rights in Uncoupled's website content, methods, templates, branding, and materials remain vested in Uncoupled. Users are granted a limited, revocable, non-exclusive licence for personal, non-commercial use only. Material may not be copied, adapted, published, or scraped without prior written permission. While Uncoupled endeavours to ensure information on this website is accurate and current, we make no warranties of any kind regarding its completeness or accuracy. To the fullest extent permitted by South African law, Uncoupled, its mediator, and its employees shall not be liable for indirect, special, or consequential loss arising from website reliance or mediation services. Uncoupled's aggregate liability arising from an engagement will not exceed the greater of ZAR 1,000 and the fees paid for that engagement during the preceding six months. This cap does not exclude liability arising from gross negligence, fraud, or wilful misconduct.

6. Privacy, Personal Data & Statutory Disclosures The processing of personal information obtained through this website or during mediation is governed by our POPIA Privacy Notice. Personal and special personal information (including data relating to children and legal disputes) is processed strictly in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). Statutory Supplier Information (ECTA Section 43):

- Supplier: Belinda de Klerk trading as UNCOUPLED
- Website: <https://www.uncoupled.co.za>
- Email: belinda@uncoupled.co.za
- Professional Accreditation: Accredited practitioner through the National Accreditation Board for Family Mediators (NABFAM) / South African Association of Mediators (SAAM).
- Governing Law: Republic of South Africa.

7. Effective Date These Terms and Conditions are effective and operational as of 20 August 2026.