

## TERMS & CONDITIONS

### 1. TRANSPARENCY

If you have any questions about this contract, kindly send an email to [questions@kaltan.co.za](mailto:questions@kaltan.co.za)

### 2. PREAMBLE

This agreement is between you and one of the following entities as indicated by reference or context:

1. CORP International Business Registration CC 2004/009704/23 trade names CORP / eCC / eServices / PtyInstant / PtyLtdInstant / Readico / Readyco International / Offshore Companies and others always identified as belonging to CORP International Business Registration CC.

2. Fixed Accounting Services CC 2004/009702/23 (formerly Kembul CC) trade names Accountkeeper / eServices / Fixed Accounting / Fixed Books / FixedBooks / Offshore Companies and others always identified as belonging to Fixed Accounting Services CC.

3. eServices Business Registrations (Pty) Ltd 2011/136877/07 trade names eServices / Cloud Web Design / Cloud Websites / Conada / Companies National Database / Sole Proprietor National Database / SPND / SPdata / BNReg / Business Names Registry and others always identified as belonging to eServices Business Registrations (Pty) Ltd.

4. Offshore Company Services (Pty) Ltd

No other entity may use these Terms and Conditions.

### 3. INTRODUCTION

These terms and conditions are set out in accordance with the Electronic Communications and Transactions Act, 2002 (No.25 of 2002) ("ECATA"), the Consumer Protection Act, 2008 (No.68 of 2008) ("CPA"), and the Value-Added Tax Act, 1991 (Act 89 of 1991).

These terms and conditions are agreed to by you forming a part of your agreement with us which was made by you when you placed an order, made an application or submitted a request for assistance to us ("placed an order") either online, by email, by fax, by post, in person or by any other means.

We may refer to these terms and conditions using different words, such as "terms", "terms and conditions", "conditions", "trade terms", "policy", "policies", "disclaimer", "disclaimers", "this document" or any combination of these or similar words or phrases. Using such words will always mean these terms and conditions and will not in any way lessen the applicability and effect of these terms and conditions.

### 4. GENERAL

"We", "us", "our", "ourselves", "eCC", "eServices", "Readico", "Readyco", "SPND", "Accountkeeper", "Fixed Accounting" or any such similar/associated reference herein contained means any of the entities listed in the PREAMBLE above or any division or unit thereof as the context may dictate.

Thus, if your order, application or request (hereinafter collectively referred to as an "order"; verb: "to order") is addressed to CORP International Business Registration CC or any division or

unit thereof, then "we" and similar reference herein refers to CORP International Business Registration CC.

Likewise, if your order is addressed to Fixed Accounting Services CC or any division or unit thereof, then "we" and similar reference herein refers to Fixed Accounting Services CC.

If your order is addressed to any other entity or division or unit thereof, other than those entities identified in the PREAMBLE above or their divisions or units, then the order is not for us and these terms and conditions do not apply and are not relevant to that order.

Only the terms of your order and so much of the terms contained herein as can be seen as relevant to your order shall be applicable to your order, and no other terms shall apply. For example, the terms governing trademark applications have no bearing on those for new company applications.

Subject to all relevant terms and conditions, the scope, timing, input, structure, and the like of each service/product offered shall be determined by ourselves by precedent.

The sharing of these terms or of any domain name by multiple entities as indicated above is merely for convenience and comprehensiveness; it in no way indicates any joint dealing or responsibility between these entities, who always contract separately with you.

The headings in this document are primarily for reference purposes and may play a secondary role in interpretation of any particular term or condition. Links or graphics and the pages or third-party websites to which they refer in or surrounding this document are for information/decorative purposes only and do not form part of the terms and conditions contained herein.

## 5. ORDERING

When you place an order with us, you automatically and specifically instruct us to immediately begin with the services ordered, and our response to you, whether electronic, telephonic or otherwise is conclusive proof that we have immediately begun with said services. This complies with the exclusion of Section 42(2)(d) of the Electronic Communications and Transactions Act, 2002.

Placing an order with us which requires certain information/documentation from you prior to our being able to proceed further with the service, does not in any manner detract from the status of all our services being services which are immediately prepared on our part.

Our sale of companies, trusts and Close Corporations, whether new or shelf, are financial services in terms of the Value-Added Tax Act, 1991 and financial services are excluded in terms of Section 42(2)(a) of the Electronic Communications and Transactions Act, 2002.

A third exclusion applies to all our services/products: In terms of Section 42(2)(f) of the Electronic Communications and Transactions Act, 2002, our goods/products/services are: (i) are done to consumer specifications; (ii) are clearly personalised; (iii) by reason of their nature cannot be cancelled or returned; and (iv) are likely to expire rapidly.

It is specifically recorded that we do not carry out "direct marketing" as defined by the Consumer Protection Act, 2008, and that all our goods/products/services are "special-order" goods/products/services in terms of Section 17(1) of said Act.

Due to possible statutory changes or requirements, you authorize us to substitute, change, reduce, add, combine or otherwise adjust your order with any other item/product/service or part thereof so as to best fill the intention of the order in our sole discretion. Such restructuring

shall always result in the price of the final product/service being deemed to be equal to the price of the original order or higher, regardless of the possibility of the sum of the component parts or substitutes being arithmetically equal to a lower price. Because of adjustment/restructuring costs, etc, no refunds shall be given in such instances, and you specifically agree to this procedure as being fair and reasonable in such circumstances. If, however, the resultant price of the final product/service is higher than the original order price, we may waive the difference if deemed negligible or small enough by us, but you agree to our right to require you and to your obligation to pay the difference in the price as a part of your legal commitment under the order placed by you.

#### 6. PAYMENT

Due to the nature of our services/products, you agree to make full payment for your order either simultaneously with your order submission or immediately after order submission.

This applies to payments by credit card, debit card, PayPal, online transfer, or any other means provided or approved by ourselves.

Deposits of cash at an ABSA Bank branch must be done within 96 hours (4 days) of order submission.

We do not accept cheques.

#### 7. EXTENT OF OUR SERVICE

The full extent of our service/product provision is the submitting/sending of documentation to the relevant party/office/government office which may include yourself in certain circumstances for further processing/onward submission to a further party/office; such obligation to submit/send is strictly conditional upon you sending/returning to us within 14 (fourteen) days of order/request, all relevant/requested documentation/information, original or otherwise as stipulated, duly provided/completed/signed by you - we reserve the right not to process late/inaccurate/non-compliant/incorrect documents.

Our submitting/sending as envisaged herein refers to dispatching of documentation in the manner of our choice in our sole discretion, and typically this may include online submission, email or physical posting in the mail; it does not in any way include physical delivery of documentation by ourselves to any party whatsoever, which it is specifically recorded we do not carry out.

Although it is our practice, from time to time, to monitor and follow up registration/application proceedings after submission with the relevant office through to conclusion, we specifically state that it is not our obligation to do so, and we will not be held responsible in any way for the actions/inactions of any party/office in this regard.

Any application or set of documentation prepared by us is done to the best of our ability as we know how according to the requirements; we will not be held responsible for any errors or omissions therein of whatsoever origin or for any damages or losses, alleged or otherwise which may occur as a result thereof, including any resultant application refusal/rejection or re-application requirement. If we are the originator of an error or omission in your application/product, and such error/omission is sufficiently material as to detract from the overall value of the service/product, such as to cause rejection of an application, we shall bear the cost of correcting the error/omission in the usual manner provided and for re-submission if

necessary, and this shall be the full extent of our obligation in such instance. You agree to give us sufficient and reasonable time to fix any such mistake and not to harass us during such time for cancellation or refund.

#### 8. CLIENT RESPONSIBILITY

It is your responsibility to ensure that all information/documentation/payment required for an order is received by us on time and to ascertain that this has indeed taken place in accordance with our email communication policy - see below. It is also your responsibility to procure estimate turnaround times where possible from us for certain activities and to monitor the execution of such activities also in accordance with our email communication policy. If you fail to make such reasonable enquiries as envisaged herein, we will not be held responsible for any possible missed emails/faxes or any unclear communications.

#### 9. CANCELLATION AND REFUND

According to the Electronic Communications and Transactions Act, 2002, the Consumer Protection Act, 2008, and the nature of our products and services (ECATA 42(2)(f)) you would not have a right of cancellation or refund in the event of you placing an order with us. However, having given due consideration to the spirit and intention of those Acts and in your own interests, we would consider an application in writing from you for cancellation of an order you may have placed with us and we would consider a partial refund based on what appears to be fair in the circumstances.

You agree to the following work percentage splits which indicate how much of the fee paid by you to us has been earned and therefore is non-refundable at what stage, and due to the nature of our work what is the amount of any possible refund in accordance with ECATA 42(2)(f) and CPA 54(2):

Key:

A. AppName = Name/type of application

B. Immediate = Work immediately carried out by us when you place an order with us

C. YourInfo = Work carried out by us on items supplied by you, like ID copies, etc

D. Other = Other work carried out by us after "Your info"

E. Submit = Submission of application to a third party for processing or to you depending on agreement

F. Refund = Maximum possible refund to you under ECATA 42(2)(f) and CPA 54(2) if we fail in C, D or E above.

A. AppName	B. Immediate	C. YourInfo	D. Other	E. Submit	F. Refund
Annual Return	99%	-	-	1%	1%
Annual Work	97%	1%	1%	1%	1% to 2%
Appoint an accountant	100%	-	-	-	-
Association Agreement	100%	-	-	-	-
Bank account/renewal	100%	-	-	-	-
BEE Certificate	99%	-	-	1%	1%
BNReg Listing	99%	-	-	1%	1%

Business Plan	87%	5%	7%	1%	1% to 8%
CC Conversion	90%	5%	1%	4%	4% to 5%
CC Changes	89%	5%	2%	4%	4% to 6%
CC Deregistration	90%	5%	1%	4%	4% to 5%
CC Name	99%	-	-	1%	1%
CC Restoration	99%	-	-	1%	1%
CK1 Document	99%	-	-	1%	1%
CK2 Document	99%	-	-	1%	1%
Close Corporation	91%	5%	-	4%	4%
Co-operative	91%	5%	-	4%	4%
Conada Listing	99%	-	-	1%	1%
Director Changes	85%	5%	4%	6%	6% to 10%
InfoCheck	99%	-	-	1%	1%
Information Manual	98%	-	-	2%	2%
New MOI	91%	5%	-	4%	4%
New Pty Ltd Company	91%	5%	-	4%	4%
Non-Profit Company	91%	5%	-	4%	4%
Offshore co./renewal	100%	-	-	-	-
Other	100%	-	-	-	-
PAYE Registration	85%	10%	1%	4%	4% to 5%
Pty Deregistration	90%	5%	1%	4%	4% to 5%
Pty Restoration	99%	-	-	1%	1%
Pty Name	99%	-	-	1%	1%
Related/other service	100%	-	-	-	-
Shelf Pty Ltd Company	100%	-	-	-	-
Sole Proprietor Certificate	97%	1%	1%	1%	3%
Sole Proprietor Registration	97%	1%	1%	1%	3%
SoleRegister	100%	-	-	-	-
Special Info Order	100%	-	-	-	-
SPND/Cert. Amendment	97%	1%	1%	1%	3%
Tax Clearance	99%	-	-	1%	1%
Tax Registration	85%	10%	1%	4%	4% to 5%
Trademark App SA	90%	4%	2%	4%	4% to 6%
Trademark App USA	100%	-	-	-	-
Trade Name Search	100%	-	-	-	-
Trading Name	99%	-	-	1%	1%
Trust Registration	84%	7%	4%	5%	5% to 9%

UIF Application	80%	11%	3%	6%	6% to 9%
Vala Ma Tax/Unyaka	97%	1%	1%	1%	1% to 2%
VAT Application	75%	16%	3%	6%	6% to 9%
WCA Application	80%	11%	3%	6%	6% to 9%
Website Design	91%	6%	2%	1%	1% to 3%

We remind you that our service is an application preparation service only which includes submission of an application as agreed, but does not include monitoring of the application thereafter whilst a third party may be handling or will handle the application. We are not responsible for the actions, inactions or decisions of third parties. As 100% of our work and the earning of the full fee paid by you will have taken place upon submission of your application, no refund is possible after that, and therefore no refund may be demanded by you based on the behaviour of third parties in regard to the application.

If you prevent us from submitting, that is your fault and you will not be entitled to any refund. If a 3rd party delays submission, that is not our fault and you agree to wait until the submission can be done, and not cancel or demand a refund.

For example if you order a New Pty Ltd company application from us we earn 91% of the fee paid immediately due to the tailoring and admin nature of the work immediately done. This means that if you do not supply the items for us to do the 5% of work on them, e.g. verifying certified IDs, etc, you will have breached the agreement, and you forfeit  $91\%+5\%=96\%$  of the fee paid and would only be entitled to request a refund of 4% for work not yet done, being the submission of application.

If we do not do the work on your info, other work or submission, in a reasonable time, such as 30 business days, then you can cancel and request a refund as indicated in the last column.

Before any refund is made an admin and transaction fee of R189.50 shall be deducted. The balance of any refund so calculated may be repaid. If there is no balance after the deduction of the said admin and transaction fee, no refund shall be due and none shall be paid.

We reserve the right to refuse or cancel an application without reason or notice, with or without refund depending on the circumstances and where applicable in accordance with ECATA and CPA as indicated in the last column above.

Due to the immediate nature of order work (see column "B. Immediate" above) if you submit an order without payment and subsequently wish to cancel, you will be liable for the full payment of your order. In such instance, we shall make a calculation of any possible refund amount in accordance with the above terms, but only once the full contract fee has been paid.

## 10. DEFINITIONS

Generally speaking, Close Corporation, company and trust registrations and sales are the products and services of Readico CC/eCC, and all other services/products are offered by Fixed Accounting Services CC/eServices. The one may however handle or run certain parts of the other's functions/duties as may be agreed between them from time to time.

"You", "your", "yourself", "yourselves", or any such similar reference herein contained means the individual or collective applicant or prospective applicant in dealing with us as the context may dictate. If you order a product or service for or on behalf of a corporate entity, such as a

company, close corporation or trust, then such entity automatically becomes the applicant in the transaction with you as the responsible originator/officer and joint and several debtor.

Unless the context logically dictates otherwise, any reference to "Close Corporation", "Close Corporations", "CC", "CCs", "CC Instant", "CCs Instant", "Close Corporation Instant", "Close Corporations Instant", "ShelfCC", "Shelf CC", "Shelf CCs", and related terms, insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean one or more (as indicated) Close Corporation pre-registered / obtained through our operations and available for purchase. And, unless the context logically dictates otherwise, any reference to "Close Corporation", "Close Corporations", "CC", "CCs", "CC Formed", "CCs Formed", "Close Corporation Formed", "Close Corporations Formed", "NewCC", "New CC", "New CCs", and related terms, insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean, or one or more (as indicated) Close Corporation to be applied for registration through our operations upon your order.

Similarly, any reference to "Pty", "PTY", "PTYs", "Pty Instant", "(Pty)s Instant", "Company", "Private Company", "Pty Ltd Company", "(Pty) Ltd Company", "PTY LTD Company", "PTY LTD Company Instant", "PTY LTD Companies Instant", "Shelf PTY", "Shelf Co" and related terms insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean one or more (as indicated) Private Company pre-registered / obtained through our operations and available for purchase. And, any reference to "Pty", "PTY", "PTYs", "Pty Formed", "(Pty)s Formed", "Company", "Private Company", "Pty Ltd Company", "(Pty) Ltd Company", "PTY LTD Company", "PTY LTD Company Formed", "PTY LTD Companies Formed", "New PTY", "New Co", and related terms insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean or one or more (as indicated) Private Company to be applied for registration through our operations upon your order.

Any reference to "accounting" or "tax" activities or related/other terms refers to such activities which may be done for Close Corporations, Companies, Trusts, Businesses (Sole Proprietorships and Partnerships), and Individuals resident in South Africa and whose Proprietors, Partners, Trustees, Members, Directors / Shareholders are resident in South Africa OR to such activities which may be done for South African Close Corporations, Companies, or other juristic entities operating in another country whose Members / Directors / Shareholders / other title-holders are resident in another country.

It is specifically stated that our use of "CC" does not refer to "Credit Card" as is sometimes assumed by some international clients. We use "CC" exclusively in the South African legal context in which it only means "Close Corporation".

#### 11. ACCOUNTING OFFICER

We make available to you the use of an Accounting Officer for all PTY or CC financials and tax returns needed doing. You may join the service at [www.unyaka.co.za](http://www.unyaka.co.za)

Neither you nor any Accounting Officer or other third party appointed by you (no matter how much experience he/she may have in these matters) are allowed to send off documents to the Registrar or otherwise handle or manipulate CC or PTY documentation prepared or required by ourselves. This can cause numerous complications. If you or they do, we will not get involved in fixing the problems that may occur.

## 12. ACCOUNTING PROVISIONS

Monthly accounting clients are required to prepare and deliver/dispatch files with an up-to-date record of all bank, cash, debtor, creditor, stock, and other information for the relevant month/s within the first 12 days of the month following the month for which the work is to be done. Such record shall include all relevant bank statements and shall be in the form of a list of consecutive transactions and shall contain all particulars which relate to such transactions, including, dates, names, cheque/invoice/VAT registration numbers, item/s/service/s purchased/sold, amounts received/paid, and any other relevant information.

We "write up the books" of monthly accounting clients in such manner and utilizing such programs as we in our sole discretion shall determine, whether by computer or manually, or by any combination of these. Subject to the damage/loss disclaimer below, the client is entitled to receive one hard copy of the "books" for the monthly fee paid. For security and data integrity reasons, which includes the issue of compatibility, all electronic data written up or captured belongs to us only and is never given or sold to the client or nominee. The terms of this paragraph and section also apply to other clients of ours, including yearend clients and those for whom books might be written up / captured periodically or annually.

Monthly accounting clients pay us the agreed fee monthly in advance by means of a regular bank payment order/recurring credit card instruction or such other method acceptable to us, which fee is reassessed for possible adjustment during the period thirty days prior to and after the client's financial year-end date, failing which said fee shall increase on each anniversary of the monthly accounting agreement at the rate of 6% per annum.

Whereas we shall endeavour to preserve and return in good order to the client all accounting documentation supplied, we shall not be responsible for any damage thereto or loss thereof.

We shall not be liable for any damage or loss of any nature whatsoever which might be sustained by a client during or subsequent to the carrying out of our activities and whether or not such damage or loss may have been caused directly or indirectly by us or any of its servants, associates, subcontractors or agents.

If a client is a company, close corporation or other juristic person, the client's representative dealing with us binds him-/herself jointly and severally to the client as surety and co-principal debtor for payment of all sums in terms of any order/agreement/transaction.

You specifically agree to the fairness and applicability of the following principle in the circumstances described: Should you not supply us with the required documentation/information (see "YourInfo" in CANCELLATION AND REFUND above) within 30 working days of payment (subject to the ANNUAL FINANCIAL STATEMENTS section below), in order for us to carry out further prepaid work (see "Other" in CANCELLATION AND REFUND above), such as for annual financial statements and tax returns, you agree that you shall be entitled to no refund, as we would have completed all template work and adjustment for the work (see "Immediate" in CANCELLATION AND REFUND above), and the value of the work based upon inputting (see "YourInfo" and "Other" in CANCELLATION AND REFUND above) is forfeited by you with the "Submit" value (see in CANCELLATION AND REFUND above) as damages for non-compliance. Likewise, you agree that, should you unilaterally and for any reason whatsoever stop our work after prepayment, you will forfeit all fees paid in full as damages for non-compliance.

We retain the right to cede or assign our rights and obligations in terms of any order/agreement/transaction with a client to a nominated beneficiary, notification of which



shall be given in writing (by mail, fax or email) by us to the client. A client may not cede or assign its rights and obligations in terms of any order/agreement/transaction with us.

### 13. ACCOUNTQUICKER

The terms/descriptions of CATS below apply equally to AccountQuicker, as these are equivalent services.

AccountQuicker is online QuickBooks/other support as determined by ourselves in our sole discretion.

The online session fee is set from time to time as indicated by us at [www.accountquicker.net](http://www.accountquicker.net) and is payment for one AccountQuicker online session for the applicant/email recipient as indicated in the secure online session form, for a period as determined as requisite in AccountQuicker's sole discretion, but not exceeding 20 (Twenty) minutes.

Although it is not the norm, AccountQuicker may extend a session or grant a free follow-up in its sole discretion dependent upon circumstances.

Should an AccountQuicker session be terminated before the 20-minute standard referred to above for whatsoever reason, we shall not be held responsible to reconnect or to grant a follow-up, although we may do so in our sole discretion.

You give permission or you warrant that you have full permission for us to log in to the computer from which you chatted with us, for which you placed the order, on which an Account Quicker Card resides, or on which you installed our link.

In the unlikely event of our not being able to establish a connection to your computer for whatsoever reason, notwithstanding whatever attempts we may have made so to do, we shall not be held responsible for non-connection/non-session, and no refund shall be given, any fee having been paid being deemed as wasted costs for connection attempts and time spent.

We shall be at liberty to substitute any CATS or AccountQuicker service with any similar, equivalent or other service/solution which in our sole and absolute determination does or would effectively carry out the intended work, including issuing of accounting instructions by, for example, email, Skype or other means.

### 14. ACCURACY AND ERRORS

We are well-known for our careful and meticulous work.

However, while every effort is made to work accurately in the receipt and transfer of information, we will not be held responsible for basic or relatively unimportant typographical errors (as determined in our sole discretion) however they may have arisen.

Please be careful to give us accurate information.

If you make an error in the information you give to us, whether it be the incorrect spelling of a word or name, the incorrect recording of a number or any other mistake, we are not responsible for this or for correcting it; you are solely responsible for such errors, and if you would like us to assist you in applying to correct such an error, this will in all cases be subject to our standard admin fee of R295.00 plus additional possible costs depending on correction complexity determined in our sole discretion.

We do not look up postal codes for addresses you have not coded.

It is standard practice in South Africa to always supply a postal code when providing an address, whether or not that address may have a postal service; the latter instance is required as

a geographical indicator. Thus you are required to supply postal codes for all addresses within South African and postal/zip codes for all other addresses where such system is in place for the applicable country, when providing us with any address. We will not be responsible for the consequences of your failure to do so, and you specifically authorise us to enter any filler code for an address you have not coded to comply with a form-submission requirement. If you subsequently require such postal codes to be amended, our full changes fee will apply.

Check your documents carefully before signing and returning them.

You are responsible for proof-reading and informing us of any errors in all documentation that we may present to you for perusal or signing. If you sign a document which we present to you, and that document contains an error of any sort or origin, you will be deemed to be solely responsible for the error and, if necessary, for the correction thereof and any accompanying payment therefor; we will not be held responsible for any such error.

We cannot control what third parties do.

Therefore, if a government office or any other third party captures, receives, transmits, reproduces, enters or otherwise records any of your information incorrectly or with typographical error, neither we nor any of our agents, consultants or other workers shall in any way bear responsibility for such errors, and the responsibility and payment for any correction thereof shall be solely yours.

If it so happens that in your dealings with us, we perchance omit to do something or we do something wrong or in the wrong way, you will have no other recourse but to allow us to do the omitted thing or to redo (if possible) the thing done incorrectly. We will not be responsible for any costs, damages, losses and/or liabilities, alleged or otherwise, in connection herewith. Our overall policy of "No refunds" still applies.

#### 15. ADVICE

Advice is given from time to time on the e.&o.e. basis, being errors and omissions excepted. In other words, although we endeavour to provide accurate and correct advice, it may contain errors or omissions, for which we will not be held responsible. Anything you might do or not do or anything that may happen allegedly or otherwise as a result of anything we may say or write or of which we inform you or fail to say, write or inform you, is not for our account and we will not be held responsible for any damages, liability, or risk alleged or otherwise flowing from such.

#### 16. ANNUAL FINANCIAL STATEMENTS

Annual Financial Statements / Financial Statements (AFS) done strictly in order of payment and according to group schedule. We make every effort to notify each client when AFSs are due, and we will not be held responsible for late rendition.

It is the client's responsibility to supply us with total annual income and expense totals per category (e.g. phone, rent, etc) including all other applicable items indicated on our Standard List from time to time at [www.list.org.za](http://www.list.org.za), within 7 (seven) days of payment in full by the client for the specific annual work. The client is informed for which financial year the annual payment is to be made and therefore must supply by email all said items within the 7 (seven) day period for that specific financial year. We are not responsible for requesting these items from clients and monitoring client supply of them to us.

Any function in our sole discretion carried out for AFS/Year-End finalization will be charged for at our standard rates.

We shall have the right to proceed, submit or otherwise process any AFS work/application of yours after 3 (three) days of not having received a response from you to our communication, whether electronic, telephonic or otherwise. We will not be held responsible for any incorrect/incomplete data being so handled, and you will be responsible for payment of additional fees if the work/application has to in any way be redone.

#### 17. ANNUAL RETURNS AND RESTORATION

The terms and conditions of this entire site shall be applicable to all offerings and transacting for Annual Returns, notwithstanding the proprietorship of such trading being a party other than eCC or Fixed Accounting.

Notwithstanding any Annual Return year indication on your application/order form, we shall be at liberty to apply any fees paid to any outstanding Annual Return year and/or its penalty fee in order to effectively manage the Annual Return affairs of the relevant entity as understood by us in our sole discretion.

If an Annual Return is late or if government makes any additional charge above their standard fee, applicants will be responsible to pay such amount forthwith and it shall be automatically charged to the relevant credit card, our fee included.

If an Annual Return is late, you hereby authorise us to charge your credit card with our standard fee for all the outstanding Annual Returns as well as any applicable late fees to bring the Annual Return matters of the relevant entity up to date. If no card, then you undertake to forthwith make payment by online transfer or cash bank deposit - no cheques allowed. If you do not make such payment, we shall not be obliged to perform any annual return for you in the instance of a specific entity, since without the penalty fee paid it is commercially unviable to do so, and any fees paid will be forfeited in full as an estimate of wasted costs.

If you submit your Annual Return application/order to us prior to the cutoff date of the relevant entity and we are only able to work on and submit that application online after the cutoff date for whatsoever reason, you will nevertheless be responsible to pay our late fee as indicated. No exceptions will be made to this policy and no correspondence or discussions will be entered into concerning this ruling.

If you place an Annual Return application/order with us and pay for it, and it is subsequently discovered that the return is not due, no refund or repayment of the fee paid is permitted. It shall be held over for the next Annual Return application due date, at which time you must refill and submit the relevant order form at [www.annualreturns.co.za](http://www.annualreturns.co.za) without payment to update details to us. We will then continue with the application. If you do not so refill and submit, we will not be obligated to handle the applicable Annual Return, and any fee paid in connection therewith will be forfeited without recompense.

An annual return order includes only such detail and input as supplied by the applicant in the order and/or which is required to be entered into the government return format. Where missing or apparently faulty, we use our discretion to retrieve/determine/interpolate information from sources available to ourselves, and you give us full permission to do so and to enter such in our sole discretion in your Annual Return. We will not be held liable or responsible for any incorrect information thus submitted. An annual return order does not include any other information,

return or form needing filling / filing. In the event of an annual return order / application requiring the relevant company to render further information / returns, these additional submissions shall be quoted for separately and shall be viewed and dealt with separately from the annual return.

If time is short to cutoff date for an Annual Return, we shall be fully entitled to submit the Annual Return online without giving you an opportunity to verify the information or without necessarily awaiting your approval of the information to be submitted. The aim will be to meet the deadline, and any amendments desired by you thereafter will need to be paid for separately. This latter amendments principle also applies to all Annual Returns submitted by ourselves.

In any event, if you do not verify/approve information for submission within 3 days of request, or you discontinue using our services for any reason, we shall be fully entitled, but not obliged to submit the Annual Return online without waiting further for your approval.

Due to gov system and notwithstanding anything to the contrary herein contained, no opportunity can be given for you to review a prepared annual return before submission.

Even if a penalty is owing on a particular year's return, we may submit that return in the meantime while we await client payment.

If you have not indicated the correct turnover for all historical years, we will have no other alternative but to submit NIL returns. We will not be responsible for any liability or action or fees in this regard.

In the unlikely event of us not being able to retrieve an annual return report / certificate for whatever reason, it shall be sufficient proof of the return having been done should we simply report to you in writing, such as by email, that the report was successfully done. This principle also applies to all other reports, forms, applications, submissions, certificates or other items/processes we may handle on a client's behalf.

In addition, if any of your indicated changed information is not entered into an annual return for whatsoever reason, this shall not negate the effectivity of the completion of the return or the fee earned, and you shall accept the return as done by us - no claim concerning changing such information can or shall be entertained. Annual Returns are by their nature, once-off reports and cannot be retrieved or redone, their main purpose being to alert the authorities to the fact that the relevant entity is still in business.

All restoration applications to us by way of our regular restoration order form/s are deemed to be applications to reverse final deregistration due to annual return non-compliance. If an entity was deregistered due to other conditions, such as a request to deregister, the normal process of restoration must be followed and this must be applied for by email to us.

18. APPOINT AN ACCOUNTANT / QOKA I EZIMALI

See VALA UNYAKA WENTELA / VALA MA TAX, VALA MA PROBLEMS / UNYAKA / QOKA I EZIMALI / APPOINT AN ACCOUNTANT below.

19. ASSIGNMENT

By ordering from us or otherwise entering into a trade arrangement with us, you authorise us, in our sole discretion, to assign in whole or in part any or all aspects of the administration of your matter and file to any party we may deem fit for such task including to an associate, such as eCC / eServices, subject to the terms and conditions at [www.corp.co.za](http://www.corp.co.za) /

www.fixedaccounting.co.za. You further authorise us or our nominee, in our sole discretion, to register your business, CC, company or other and yourself and all of the said entity's directors/members/owners/others for tax and for online tax/tax form submissions and services, such as on SARS eFiling, and to carry out these submissions and services on your behalf, subject to the terms and conditions at www. fixedaccounting.co.za and in practice at Fixed Accounting from time to time.

You may not assign your order sent to us or other trade arrangement with us, in whole or in part, to any third party, unless permitted to do so by us in writing.

You may not involve a third party in your order/application, by way of augmenting the original order/application, unless permitted by us in writing, and accompanied by any required fee.

You may not involve a third party service provider, commercial or otherwise, in your order/application, as your agreement is with us as your service provider to prep/handle your application. We never send copies, certified or otherwise, of our director/member ID's to you or any other third party, other than gov office as a part of an official application dispatched by ourselves.

## 20. AUTHORISATION

By submitting a form or placing a request or order in any other manner with us you irrevocably authorise us to handle or assist you with the relevant application / order as we see fit, including authorisation to make any representations and/or to sign any documentation on your behalf.

Specifically, by submitting a form or placing a request or order in any other manner with us you irrevocably give to us or our representatives / assigns a Special Power of Attorney to carry out / execute the intention of the application / order on your behalf, including the signing of forms, etc. Your said act of submitting a form / placing a request or order is equivalent to you duly signing and presenting to us said Special Power of Attorney, and you will duly sign and secure to us a physical said Special Power of Attorney as and when you may be requested so to do.

We will not be held responsible or liable in any manner for any of your obligations envisaged or engendered in terms of this Authorisation clause.

## 21. B-BBEE/BEE

By applying for a BEE Certificate from us, you and any others involved by implication do thereby resolve in the appropriate capacity, be it individual, company director or corporation member, that Antony Last be appointed and he is thereby appointed Accounting Officer of the relevant business entity.

Such appointment is required for due authentication of said certificate.

If at any time after the issue of the certificate you may choose to remove A Last as Accounting Officer, you must issue a resolution signed by all relevant persons to this effect and email us a copy.

## 22. BETTERBOOKS/OTHER

BetterBooks as a branded service has been discontinued, but certain principles below might still apply.

BetterBooks is a unit of – Fixed Accounting Services CC 2004/009702/23.

BetterBooks is a first-time Fixed Accounting client service.

BetterBooks works like this:

- you join BetterBooks by placing the relevant YearEnd order
- you keep your books throughout the year on your computer
- we log in periodically to work on the books on your computer
- we synchronise your books with the Annual Financial Statements
- includes advice and guidance on keeping your books

"Joining" BetterBooks or Fixed Accounting does not mean becoming a member of any entity or institution; it simply means applying to take part in the first-time Fixed Accounting client service by placing the relevant YearEnd order.

If you cannot keep your books on computer, it is your responsibility to keep them in some other manner (such as manually in an analysis book) and to provide us timeously with the documentation required at list.org.za.

We will not be held responsible for not logging in to your computer to work on your books or for not synchronising your books with the Annual Financial Statements, and it remains your responsibility to keep your books and to provide us timeously with the documentation required at list.org.za.

In any event, the manner and degree to which we may synchronise your books with the Annual Financial Statements always remains a matter to be dealt with in our sole discretion.

"includes advice and guidance on keeping your books" or any similar such statement like "free advice" does not imply an obligation on our part so to do, but indicates our willingness to do so as and when possible in our sole discretion. This applies to all aspects / avenues of our operations including BetterBooks, FirstOne, Unyaka, etc.

#### 23. CANCELLATION/STOPPAGE FEE

If you do not return all requested/required documentation/information to us in the manner specified or as implied by context within 14 (fourteen) days of original/subsequent order/application/our request, we shall have the right to cancel your contract with us at any time thereafter and to retain the full fee paid by you as a cancellation fee, and, failing such cancellation, you will automatically incur a stoppage fee equivalent to one hundred percent of your total payment. The above 14-day period will apply, notwithstanding any other period elsewhere stated to the contrary, and may be referred to as the "14-day rule" or similar.

Mitigation: In the spirit and intention of ECATA and CPA we may consider an extension of the 14-day period upon receipt of a written request from you within a reasonable period of time after date of order and we may consider a partial refund upon stoppage if applied for in writing by you with due explanation and if allowed for in terms of section 7 above.

#### 24. CARE OF OUR WORK

All accounting/tax/business-consulting/administrative work is carried out with due care and attention according to our training and experience, where applicable in adherence to generally accepted accounting practice (Gaap)/IFRS, etc, and in line with our standard procedures and formats.

#### 25. CENTRAL SUPPLIER DATABASE (CSD)

This is currently a free service for listing your business as a supplier of services/products. The site, service, or your listing may be suspended or closed at any time without recourse. Your only solution to possible dissatisfaction with the service is to discontinue using it. We will not be responsible for any alleged or real risk, loss, or damage howsoever arising from your use of the service. We reserve the right to charge for the service at any time and to require existing listers to pay a renewal listing fee. Non-payment may result in listing removal.

CSD is a non-governmental service. Any resemblance in name or otherwise to any other supplier site is pure coincidence.

CSD is a platform for advertising your business; it is not a registration/verification service such as SPND, Conada, Trade Name Register, Sole Register, or Business Names Registry.

If you wish to register sole proprietor details in South Africa, like your name, business name, tax number, trading address, etc, apply here: [www.spnd.co.za](http://www.spnd.co.za); for international sole proprietor registration: [www.soleregister.com](http://www.soleregister.com); to register a company for SA: [www.newcompany.co.za](http://www.newcompany.co.za); for international use: [www.newoffshoreco.com](http://www.newoffshoreco.com)/[www.newco.org.za](http://www.newco.org.za).

By your application/order to us for any of our services, you give us full and unfettered permission in our sole and absolute discretion to list your business on CSD with as many details as we deem fit, and thereafter to email you login details so you can either update or delete your entry.

#### 26. CONSULTATION FEES

Notwithstanding anything to the contrary herein contained, should you require input from us by way of advice or explanations on any matter, whether by email, in person, by telephone or by any other means, we shall be at liberty to immediately charge you for such, based on our from R698.50 hourly rate or part thereof or per item in our sole discretion.

Failure to charge for such in no way invalidates our right so to charge for up to a period of 3 (three) years per item and you agree to make payment immediately upon request.

#### 27. CREDIT CARD TRANSACTIONS

Our credit card transactions appear on your credit card statement as "Cc S Instant" or "Accountkeeper". It is your responsibility to make a note of this so that you can recognise your transactions with us as they occur.

Should your credit card details, as presented to us for a transaction, be declined for any reason, you authorise us to attempt the transaction at any time thereafter using the same or other card details we may have of yours on record or be provided by yourself, and you specifically authorise us to re-attempt a declined transaction on budget over a certain number of months in our sole discretion.

#### 28. CK2 FRESH CERTIFICATE

This product is typically ordered when a client has misplaced a CK document for a CC and needs a fresh certificate. CK1 documents are not always available electronically and therefore such an application is mostly only for a CK2 certificate.

CK2 documents are amended founding statements for CC's and you, by your order for a CK2 document, consequently authorise us to make such amendment/s application on your CC as we

may deem fit in our sole and absolute discretion in order to as efficiently as possible expedite the issue of the fresh certificate in question.

You will provide us with the necessary special power of attorney and any other required documentation in order to effect this.

If a CK2 or any other CK/CM certificate is not capable of being obtained for any reason whatsoever, including that the entity is deregistered, closed, liquidated or otherwise unavailable or in the process of any of these, our discovery of same will be deemed to indicate a failed/rejected status for such application. You will need to make separate application for restoring/reinstating the entity first and then reapply for a CK2 or relevant certificate.

#### 29. CM29/COR39/DIRECTOR CHANGES APPLICATION

When you make this application, you confirm that the written consent of all the directors or officers of the relevant company have been obtained on a duly completed CM29 or similar and that according thereto, the directors or officers are not disqualified in terms of the Companies Act, 2008, and that you have the requisite mandate from the company concerned to make the application/lodge the CM29/ COR39 on its behalf.

You agree that, should it subsequently be found that you did not have a legal mandate from the company to make the application/lodge the CM29/COR39, you may be criminally prosecuted for fraudulent misrepresentation.

If more than 5 directors require changes, add R75.00 per director to the order total.

If a director, simultaneously with the change/s involved, is transferring, selling, receiving or buying shares, details of this must be provided to us so that we can confirm certain timing issues, like receipt of payment due for the shares, etc, and advise you where necessary in this regard. Please note: It is not our responsibility to carry out any such confirmation or issuance of advice; if done, it is only as a courtesy to you, and we will not be held liable for any losses or damage incurred by you or any other party involved in this regard.

We follow the normal timing and procedure as provided for by our offices and any relevant third party office.

It is specifically agreed that it is your obligation to ensure that all financial aspects/payment regarding shares are properly arranged/agreed/documented/finalised before you provide us with the code to proceed with a Director Changes Application, or before a Director Changes Application is finalised.

Director Changes Applications always only involve an application to change directors or director details; they never include shareholder changes, as directorship and shareholding are completely different relationships to a company and must, as such, be dealt with and paid for separately.

If you require shareholder changes, you must apply for these using our standard order form or in writing by email to us either as a standalone application or before, during or after a Director Changes Application. As a shareholder changes application tends to be relatively complex, we would advise and quote you specific to your situation, depending on the various factors involved.

#### 30. CODES - CLIENT/PROMOTION



Client, Promotion or any other kind of discount Code are issued or made available in our sole and absolute discretion.

Your qualifying to use such a code will be determined by us in our sole discretion, including determining whether or not you qualify as a past paying client.

If we cannot find any evidence of your previous transaction/s / good standing with us on our systems in our sole discretion within 5 minutes of receipt of an order from you bearing a currently correct code, no discount will be given and the full price as per the order / transaction will be applicable.

We may change such codes whenever we like without notice and may stop honouring codes at any point without notice, even if orders have been received bearing valid codes.

### 31. COPIES

You are responsible for making and keeping copies of all documentation supplied to us.

Although we endeavour to retain copies of documentation pertaining to your application/s, we will not be held responsible for holding or supplying such to yourself or any other authorised party.

Should you require a copy of any document pertaining to your application/s with us, you will be required to first send us an email request. We will then ascertain if such copy is available or can be made. If so, you will be requested to pay our standard documentation application fee of R295.00 plus any other copy/scanning charges. Within 3 days of receipt of the fee, we will email the electronic copy so prepared.

We will not be held responsible for the quality, accessibility or completeness of such copies.

### 32. COPYRIGHT

Attention is drawn to the fact that all of our documentation and information on this and related websites and literature is protected by copyright law and any copying, adaptation or other use is strictly forbidden, except as such documentation / information appears in its various forms as presented by ourselves from time to time for such use according to prescribed criteria.

The content of all documentation provided to you is under copyright by Kaltan Trust or nominee.

That means that you are entitled to the use of a single copy of what you purchase, and are not allowed to make copies / duplicates of said information / documentation for sale or use in other instances.

This applies to all documents supplied by us including order forms, Articles of Association, Trust and Business Plan documents, Association Agreements and other documentation.

### 33. COSTS AND PRICING

You pay the price given as per order / quote, provided you have answered the questions correctly / given full information.

If you have not answered correctly / given full information, we apply the correct answers deduced from the information in the order and/or from information received directly from you, and that total sum then becomes the price payable by you.

While every effort is made to price our products and services accurately, all orders / quotes are made under the generally accepted commercial practice of E.&O.E. (Errors and omissions

excepted). Accordingly, if any service / product or aspect thereof additional to the original order / quote is required, such shall be subject to the additional price thereof.

All costs incidental to an order / application, including but not limited to the cost of emailing, mailing, couriering, transport to parties involved in the application or to postal services, bank charges, bank statement extraction, etc shall be borne by you, regardless of whether or not such costs might be occasioned by one or more possible oversights, requirements or requests on our part. Such costs shall be paid by you immediately as required /requested.

#### 34. DEFENSIVE NAMES / TRADE NAMES / TRADING NAMES / TRADING AS NAMES

A Defensive Name is a name registered for use by a Sole Proprietor or other entity as a trading-as (t/a) name. It is valid for 2 years and must be renewed every 2 years.

The first suitable name will be allocated to you. If no name is approved, we will inform you, and you will be required to reapply at a fee of R195.00.

We reserve the right to adjust any name/s during any application process without notice in order to comply with various knowledge, experience, expectations, standards and/or requirements.

We cannot guarantee that any name application will succeed.

In terms of ECATA and CPA none of these application fees are refundable.

Is the Name associated with any person, Close Corporation, or Company? If so, supply the Close Corporation's or Company's name and registration number and state how they are associated (e.g. "Trade name for XYZ CC, Reg.No.2010/222222/23", "Trading as name for ABC (Pty) Ltd, Reg.No.2010/333333/07" or "Name includes surname of Mr P Jones, member of Close Corporation", etc).

If the Name is not associated with any person, Close Corporation, or Company, supply the origin, meaning, reason or current usage of the name.

You may be required to give a clear description of the purpose of the connected business in about 10 words. We reserve the right to adjust this purpose for the Business/Trading/Defensive Name during any name reservation application process without notice in order to comply with various knowledge, experience, expectations, standards and/or requirements.

#### 35. DEREGISTRATION

Deregistration of a Close Corporation or Company ("entity") is at the discretion of the government authorities.

Your application to us to have an entity deregistered shall in our sole discretion be carried out by either actioning a deregistration request or by monitoring the status of the entity for movement into deregistration process / final deregistration. Either process may take a number of months or years to complete, and either shall be acceptable to you as a means of deregistration application.

If an entity is not registered for income tax when you apply to have the entity deregistered, your deregistration application will be carried out by monitoring the status of the entity for movement into deregistration process / final deregistration. Should actioning a deregistration request be indicated, you will have to, at your own cost, obtain an income tax number for the entity and then tax clearance, as well as provide other documentation.

### 36. DOCUMENT/INFORMATION RETURN PERIOD

For a Shelf CC or Shelf PTY, should you not return all requested / relevant documentation duly completed and signed by the proposed members / directors within 30 (thirty) business days of the date of order / our dispatching, we will, in our sole discretion, deregister / apply to deregister the CC or PTY in order to protect our interests, and we will not be responsible for any related costs. The above 30-day period will apply, notwithstanding any period elsewhere stated to the contrary.

If you do not supply us with any required documentation / information within the time stipulated / implied by ourselves, we shall be at liberty to discontinue your application without recompense, or in our sole discretion to substitute or circumvent (where practicable) said documentation and proceed with the application. This includes, but is not limited to, an accounting officer consent to appointment letter.

### 37. DOMICILIUM AND LEGAL ACTION

Our domicilium citandi et executandi (our legal address for service) is our registered address as indicated on the contact page of our various sites from time to time, and it is: 1 Oak Court, Caledon Street, Somerset West, South Africa, 7130. This address is for official correspondence only. It is not a trading address - we only operate online.

Your domicilium citandi et executandi (your legal address for mail or delivery) is any of your addresses supplied by you to us from time to time, including your email address, an entity's or proposed entity's registered or postal address, etc.

Our sending an email to an email address used by you to communicate with us shall be sufficient proof of our compliance with any requirement to communicate with you / your CC/PTY regardless of whether or not you received the email. We will not be held responsible for bounced emails for whatever reason.

Our sending a mail item to an above-mentioned address shall be sufficient proof of our compliance with any requirement to communicate with you regardless of whether or not you receive the mail. We will not be held responsible for unreceived mail for whatever reason.

You cannot expect us to keep you up to date about things if you do not contact us regularly. If you have not supplied us with an email address or have not confirmed your email and other contact details with us on a regular basis, we shall not be obligated to email or otherwise send you any notification/notification of resignation as accounting officer from your close corporation, although we might inform the registrar of this. It will be your responsibility to apprise yourself of such notification/resignation information directly from registrar.

Notwithstanding your geographic location at the time of entering into this contract with us, since we are always located at Somerset West when clients conclude agreements with us, you agree for legal purposes that this contract will always be deemed to have been concluded by the parties in Somerset West.

In the event of us taking legal action against you, you consent to the jurisdiction of the Magistrate's court or Regional court in Somerset West notwithstanding the fact that the amount of the claim may exceed the jurisdiction of the said courts. However, we reserve the right to institute action against you in the High Court of Cape Town should this be expedient in our sole discretion.

### 38. EFILING

As a paying client you authorise us to register your business, CC, company or other and yourself and all of the said entity's directors / members / owners / others for tax and for online tax / tax form submissions and services, such as on SARS eFiling, and to carry out these submissions and services on your behalf.

Information submitted to SARS for you is based on information received from you and you are responsible for ensuring that such information is true and correct, regardless of whether the information is submitted to SARS manually or electronically.

We inform you of what information we are submitting to SARS by means of the eFiling service and you are required to confirm this as true and correct. If you do not do so directly, we shall assume that you have nonetheless given full confirmation in that you might have supplied us with figures / information or otherwise approved financial statements, used as the basis for such submission.

You hereby stipulate that an email approving information for a tax form or instructing us to submit, or a facsimile, attachment or other electronic version / printout of a tax or similar document or part thereof sent to us, shall be conclusive proof that you have given us a specific power of attorney to sign and/or submit the relevant form / document.

Where you do not explicitly authorise us to submit a form / return / document / payment on your behalf, you in any event give us specific power of attorney to sign and/or submit the relevant form / return / document / payment in our sole discretion by virtue of our cognisance of and participation in your affairs. Similarly, if a return / payment is due, and there is limited time to liaise with you concerning its contents / payment, you give us specific power of attorney to submit the form / payment using information assessed in our sole discretion. We will not be held responsible for any incorrect or allegedly incorrect information / payment so submitted.

Specifically if we have asked your input concerning an item / return or your permission to submit something via eFiling, and you have not replied within 3 days, we will assume that you have given the requested permission, and shall be at liberty to submit the item.

Notwithstanding anything to the contrary herein contained, your approval of a set of financial statements is sufficient proof that you fully authorise us to prepare the relevant tax return and submit it to SARS electronically or otherwise without further reference to you.

Notwithstanding our assisting you with eFiling or otherwise, you always remain liable to SARS for the due and timeous fulfillment of all of your obligations towards SARS, and we will not be held responsible for any delays, errors, non-submissions or any other problem with the service - SARS or ours - howsoever arising.

### 39. EMAIL ADDRESS ALLOCATION

By submitting an order/application to us for any of our services, you thereby authorise us to create an email address/alias in your name at one of our domain names which we may then utilise for any purpose within the ambit of your order/application.

Such email address/alias may be structured in our sole discretion to direct email to ourselves for the expediting of your application, or to both you and ourselves.

You expressly agree that should we elect to direct emails to both you and ourselves, that this would be done merely as a courtesy to you at the appropriate time so that you may remain informed concerning any official information concerning your order/application and any

follow-ups after any order/application success, and that you undertake to first contact us about any official communication received through such email address/alias and not to liaise directly with any third party in such matters.

We retain the full rights in regard to such email address/alias, and may redirect, delete, discontinue or otherwise adjust without further communication to you, provided that should we be in a position to inform you of any such adjustment/changes, we shall attempt to do so to your last recorded email address on file. To this end you authorise us to access your record and profile on any third party server/website.

#### 40. EMAIL APPROVAL

All required documents, such as power of attorney documents and others referred to herein, must be emailed / faxed to us first for our email approval. Thereafter the originally-signed documents should be posted to our postal address. This applies to all our products and services.

We approve your faxed / emailed documents / information in principle - we do not undertake detailed checking - it is your responsibility to make sure that you provide us with essentially correct information, so please double-check your documents / information before sending to us. We are not responsible for incomplete information or for incorrectly spelled or formatted, names, numbers or other items provided by you. You also need to ensure that you have supplied all requested items to us.

#### 41. EMAIL COMMUNICATION POLICY

We do not use telephonic communication and only use email / written communication after order placement for numerous reasons which include:

- client non-availability by phone
- limited opportunity to present the facts accurately from file by phone
- frequency of salient detail omission by phone
- verbal misunderstandings telephonically which can be averted by writing
- unnecessarily long conversations by phone
- no phone facility for sending non-verbal information, e.g. attachments and web links
- no record of conversation and no evidence of discussion by phone

You agree to our email only communication policy after order placement and that you will abide by it, by only sending information or querying your matter by email or other approved written means, such as by fax, retaining / utilising the full subject line provided by us.

Although we may reply to your email sooner, we have a 72-hour email turnaround policy; that is, we aim to respond to your email within 72 hours of receipt, excluding weekends and public holidays. You should give us the courtesy of time to review our emails and to reply to yours. Do not send the same email twice, unless you did not receive a response within said 72-hour period, and do not phone to follow-up an email. If you sent your email properly, we will respond to it in due course.

Notwithstanding anything to the contrary herein or elsewhere contained, we reserve the right to communicate with you using whatever means we may choose, and neither such possible choice nor indulgence given by us shall be construed to be a waiver or novation of our rights in this email policy.

We may use various email addresses to communicate to you about the same or related matter, and the use thereof shall in no way alter your responsibility in relation to these terms. The context, parties involved or subject line given by us (whether or not used by you) shall be sufficient to indicate the matter at hand.

#### 42. EMAILING OF FINAL/OTHER DOCUMENTS

We may email by attachment, or otherwise, in our sole discretion, send, certain documentation to you for attention.

You confirm that the email address provided to us by yourself is in working order and capable of receiving emails with attachments.

We will not be held responsible for any email bounced from your email address for whatsoever reason. Application / final documents / certificates, such as CK1's, CK2's or other, if any, may also be emailed to your email address or an email address used by you in our sole discretion. It is your responsibility to ensure that you receive readable / useable documentation, including finals.

If we send you a document by email or otherwise, our electronic / email record shows that it was sent successfully, and you want it re-sent, you will be required to pay our standard admin fee of R295.00 for an application to us to resend said email/attachment.

#### 43. FAXING

Whenever you send us a fax, it must be followed by an email from you - with any subject stipulated by ourselves intact - alerting us to the fax that was sent, including the following details: Description of documents faxed; number of pages; recipient's name; name/type of order; date and time faxed. This is required for our referencing purposes.

If you do not send us an email alert for your fax, it may remain unreferenced and consequently unprocessed, and we will not be held responsible for this.

Due to the prevalence of scanning and emailing and often disuse of faxing, in some instances you might be required to email only and not to fax any required documentation to us.

#### 44. HOURS

9am-1pm & 2pm-4pm Monday-Friday

Closed: 13 December - 10 January

and

South African public holidays:

1 January - New Year's Day

21 March - Human Rights Day

A Friday in April - Good Friday

The following Monday - Family Day

27 April - Freedom Day

1 May - Worker's Day

16 June - Youth Day

9 August - National Women's Day

24 September - Heritage Day

16 December - Day of Reconciliation

25 December - Christmas Day

26 December - Day of Goodwill

If the Day falls on a Sunday, the following Monday is usually a public holiday.

Notwithstanding anything to the contrary herein contained or contained in any other of our sites, documents or pages, although we may receive online orders and emails at any time of the day or year, outside of office hours and during the closed period, we do not process anything and we are not available for appointments, mail / courier deliveries, or any other activity.

#### 45. INFORMATION POLICY

All information, howsoever transmitted and provided by us, or by any of our divisions, servants, associated companies / corporations, trusts, employees, consultants, directors, or any other such person or entity, and whether paid for or not, is done in good faith, and none of these parties will be held responsible for the possible incorrectness or misapplication thereof. All such information is supplied on the basis of "errors and omissions excepted".

We may from time to time provide client / other information under password protection on subdirectories of "MyInfo" or other on our site/s for convenient access by clients. While every effort is made to prevent downtime or unwarranted access to this information, we will not be held responsible for any downtime or access by unwanted persons howsoever caused or gained. Although client listing under MyInfo might be essentially free, services in this connection, including initial listing, may be charged for at any time without notice.

#### 46. IP ADDRESSES AND PRIVACY

When you visit our website, we may log your computer's IP address. An IP address is the unique number used by your computer when it communicates with other computers, such as when you surf the Internet.

We may automatically record IP addresses in order to administer our website more effectively, to determine the popularity of individual pages for better meeting our clients' needs, to evaluate the geographical spread of site visitors and clients for marketing purposes, and to assist in verifying credit card usage in an effort to minimise fraud.

On our main site, we do not usually correlate IP addresses to any personal user details. This means that whereas your site usage may be logged, you remain for all intents and purposes anonymous. If we need to enforce disclaimer, trade term or general principles, we will, however, use IP addresses for user identification; also to protect our rights, our site, our clients, users, and any other applicable party.

On our secure site (when ordering) we may match IP addresses with fax and online order details in an attempt to minimise fraudulent credit card usage; this protects you financially and ensures as far as possible that your credit card is not incorrectly used. We may also use your IP address to further identify you for any legal purpose, including to enforce contractual rights and compliance

We do not use IP addresses for any untoward purpose, such as spamming, data sales, or any similar such anti-social activity. We respect your privacy and guard any record of your IP address carefully.

From time to time we may require your username and password for access to your profile on a government agency website such as Cipro/CIPC in order to temporarily operate on your account

to assist you in the fulfilment of any order requirement. You agree to provide such information to us and to change your password once our role is complete to ensure no possible abuse of your account by any third party.

#### 47. MODIFICATION, APPLICABILITY AND INCLUSIVITY

The Close Corporation, Company, Trust, Registration, Accounting, Tax, and Email systems and the practice of providing and administering such Services are evolving, and therefore, we shall have the right, in our sole discretion, to modify the terms and conditions of this document, or other policies / rules from time to time. Any modification by us shall be binding and effective immediately upon posting of the modified document/s on this or any other associated website. We do not specify when/which modifications are made, so the burden of proof will fall on you if you aver that any term read differently on the date of your order, application or request as envisaged herein. If you cannot conclusively prove same, it will be assumed that the term in question read the way it reads on the date of contention.

This disclaimer and trade terms are deemed to include all disclaimers, terms and conditions appearing variously on order forms, etc, throughout this and any associated website.

The above disclaimers and all other terms and conditions on this website cover the entire site and all our operations regardless of language, product, service, or otherwise and cover in like manner all of our associate sites, operations, and persons howsoever related and whether natural or juristic.

Likewise all associated or related disclaimers, terms and conditions, whether on this website or elsewhere (such as [www.websites.org.za](http://www.websites.org.za)) are deemed to be included herein to the extent that they do not contradict or mollify the effect hereof as determined by us in our sole and absolute discretion.

#### 48. NAME CHANGES

Upon request, we handle name change applications on behalf of our clients (after a Close Corporation / Company has been purchased). This costs approximately double the cost of a name change application done simultaneously with a Close Corporation / Company purchase. Thus it is in the client's interest to opt for the latter if possible rather than the former.

#### 49. NAME CHECK

Our name check service is subject to terms and conditions stated herein and on our various name check forms/documentation.

The free name check offered by us from time to time has the following additional conditions:

- The service may be retracted or stopped by us at any time and at any point of any particular free order/application. In other words, while every effort is made to honour all free name check applications, we are not obligated either to do, continue with, complete or otherwise service any free name check application.
- Only one free name check application may be submitted per person per day. This is determined among others by your IP address, name, email address, etc. Any attempt to abuse this system will result in a permanent block on the relevant IP/applicant.
- If you need more than one name check per day, please apply and pay here: [www.namecheck.org.za](http://www.namecheck.org.za)



## 50. NAMES

All Close Corporation / Company names on the Close Corporation / Company / CC / Pty List have been carefully created. We have endeavoured to proffer inoffensive names only.

These Close Corporation / Company names have various origins, some being known words from different languages, others being words which have no known meaning. We do not undertake to provide meanings of names to clients or potential buyers. Limited email pointers, at our sole discretion, may be provided, on receipt of a request sent at our email link on our contact page. You select and use our or your Close Corporation / Company names, whether regular, SBC or other, at your own risk. In the event of us in our discretion having to modify the names supplied by you in order to secure a successful reservation, we will not be held responsible for any possible objections, costs, damages, etc which may arise in this regard.

Notwithstanding anything to the contrary herein, on this site or any referred site, or in any offer, rule or policy of ours: when a name reservation application fails, we shall be at liberty to offer re-applications with or without additional cost in our sole discretion; in such an instance, we typically charge R195.00 or US\$100.00 for a company or CC name re-application - this price is subject to change without notice; we shall always be allowed to adjust or change any name, purpose or description of principal business in any application to comply with any standards / requirements as interpreted by us in our sole discretion. We will not be held responsible for any errors, be they typographical or otherwise, relating to name reservation applications.

Name reservations / approvals for companies and CC's are generally valid for 6 months. If a name reservation expires or is within 3 weeks of expiry due to your breach of the 14-day document return rule or other, you will automatically become obligated to pay a renewal / reapplication fee of R370.00.

If you already have a company name unexpired by no less than 3 weeks and wish to use it in the application for a new or shelf pty, then an additional fee of R150 must be paid to cover the costs of applying to transfer the name.

Clients using Close Corporations / Companies in countries other than in South Africa are likewise solely responsible for the possible conflict of said Close Corporation / Company names with the names of other incorporated / business entities, registered names, trademarks, and / or other names in such countries.

Spelling mistakes in names / information given by you are your responsibility, and we will not be held accountable for any such errors being processed or registered. Changes on already entered, captured or submitted documentation is subject to a from R260.00 correction fee per item in our discretion, and changes on already dispatched or registered documentation must be paid for in full by means of a change application.

If you do not use/take up an entity name on a Cor9.4 for whatever reason, you implicitly donate said document to us, forfeiting any right to it, and thereby authorise us to use the applicable name as our own and/or for our own purposes. If you require a name after this you will be liable for full payment of our standard fee as per application.

## 51. NAMES FOR CC's/PTY's

CC/Pty names proposed by you: The first available name will be allocated to you. If none of the names are approved, you may be given more opportunities at our discretion to supply other

names. We reserve the right to adjust any names during any application process without notice in order to comply with various standards/requirements. We cannot guarantee that your name application/s will succeed. If they do not, your final document may be dispatched to you with a name as close as possible to your desired name in our sole discretion. The first name application is included in the cost of your Close Corporation Changes or Pty order. Any additional applications may, in our sole discretion, be charged for at the cost of R195.00 or US\$100.00 (Offshore) each. You authorise us to automatically debit your credit card for any additional name applications. You are reminded that all such fees paid to us are non-refundable.

## 52. NEW PTY / NEW CO-OPERATIVE / OFFSHORE COMPANY

You must print the Special Power of Attorney at <https://www.kaltan.co.za/kcci/n/PowerOfAttorney.html> (duplicate the page if more than 10 shareholders) or at such other address as may be provided from time to time, fill in, sign (shareholders and directors) email/fax it to us for approval and post to us by Speed Services at your local Post Office counter within 48 hours (excluding weekends and public holidays) of submitting the order and email us with the postal tracking number.

Please note: Your PTY cannot be formed without a Power of Attorney.

Client non-compliance in regard to or our non-receipt of the Special Power of Attorney shall not invalidate the order which always remains irrevocable, but our remedies for non-receipt / late receipt of documentation are nonetheless fully applicable.

We may provide our own Chartered Accountant as your PTY's nominated Auditor. You can change this at any time.

If a shareholder is a Close Corporation, Company or Trust (these may not be directors), please mail us (by Speed Services along with the Special Power of Attorney referred to above) an originally signed resolution of that entity agreeing to take up the specified number of shares in "a company to be registered through Readyco International CC" and authorising a signatory (such as a Member, Director or Trustee) to sign all necessary documents on the entity's behalf to effect such, including the Special Power of Attorney referred to above.

We charge R50.00 (USD100.00 for Offshore Company) extra per director/shareholder in excess of 10. The additional charge will automatically be added to the price of the PTY as soon as it has been determined. This applies to New and Shelf Pty Ltd Companies.

### Offshore Companies:

A South African Offshore Company is a company as defined and structured by ourselves for use in another jurisdiction.

When you order and pay for a South African Offshore Company, you automatically appoint us as your agent for the purposes of assisting you with statutory matters concerning that company at our standard fee rate. This places on us no further burden or responsibility beyond the ambit of what is agreed on for any particular service quoted by us and paid for by you.

An annual fee is payable for all South African offshore companies purchased through us. This fee escalates at approximately 4% per annum.

The fee includes display of our registered addresses in South Africa on your company incorporation papers. These addresses are for statutory purposes only and may not be used as regular postal, marketing, delivery or similar addresses. We do not receive such postal/delivery

items on behalf of such offshore companies, only statutory items, such as might be sent from South African government authorities.

The annual fee also includes a renewal application and basic tax form handling (if registration for tax is shown) such as reporting of non-trading. If tax registration is not shown, no tax form handling is undertaken by us for the reason indicated below.

Due to the fact that most South African offshore companies supplied by us do not trade from South Africa but from countries with South African tax agreements, it is not incumbent on those companies to be registered for South African income tax. Therefore we may supply such companies (or Close Corporations) with or without income tax numbers. If a company (or Close Corporation) is supplied without an income tax number, and you require a letter of good standing for tax in the form of a tax clearance, you will first need to apply for a tax number at the ruling rate.

If you wish not to renew or continue with your company, you will still be required to pay a final fee equivalent to the current annual fee rate which is an administration fee for applying to close the company. A company cannot be left in an unmaintained condition, so the final fee must be paid in all instances.

Nominee Offshore Companies:

We may provide a nominee director/shareholder for an offshore company with or without a bank account or power of attorney. In all instances, copies of certain day-to-day trade documentation must be forwarded to the director for review; whilst such documentation is treated with the utmost confidence, this ensures that your nominee director is able to give the authorities any reasonable explanation if ever requested to do so.

A nominee offshore company must be run in accordance with the laws of South Africa and any other jurisdiction in which the company operates.

The owner of the company or other person authorised under Power Of Attorney by the director ("the owner") must inform the director of all transactions undertaken or to be undertaken by the company, including those on all of the company's bank accounts.

The owner warrants that none of the owner's or the company's assets, net worth, income or activities relate in any manner to illegal armaments, money laundering, illegal drugs or other illegal controlled substances, or any activity that he knows to be illegal in his country of citizenship, residence or domicile, and/or in the country of incorporation of the company.

The owner further agrees that the owner does not intend to hinder, delay or defraud any creditors, or engage in any illegal conduct in relation to creditors and does not intend to engage the services of the director or any of the director's associates or colleagues in order to facilitate or otherwise engage in such activity.

Any and all applications that the owner may make for the company for credit, must be done strictly in conjunction with the director, the director reviewing and vetting all aspects of such applications, and it may be required by the director that the company have at its disposal in its bank account sufficient capital in the director's estimate to service any such debt so applied for or made.

The director shall not be responsible for any of the actions or decisions of the owner or his failure to act appropriately in any matter in relation to the affairs of the company.

The owner may only grant power of attorney for any aspect of the company to a third party with the permission of the director, and any such grant shall be subject to all of these terms.

The director may resign at any time and the owner may request the director to resign at any time, provided that should no new director be nominated within seven days of resignation, the outgoing director is automatically authorised to appoint the owner as director of the company, the owner agreeing to do everything requisite in order to affect such. Any such director resignation shall automatically involve transfer of the director's shares in the company if any to the next nominee/owner.

It is acknowledged by both parties that the director does not manage or run the operations of the company in any manner and that there is therefore no permanent establishment of the company in South Africa, whether or not in terms of any South African tax agreement with any other country.

The owner must ensure that the records of the operations of the company are properly kept, with regular bookkeeping and that annual financial statements are drawn up in accordance with required standards. A copy of financial statements must be presented to the director for approval from time to time as requested, but at least annually.

If the owner runs the operations of the company from a country which has an applicable tax agreement with South Africa, the owner must report the necessary financial information of the company's operations to the tax authorities in the applicable jurisdiction, and provide the director with proof and copies of all documentation, reports and assessments.

If the owner runs the operations of the company from a country which does not have a tax agreement with South Africa, the owner must report the necessary financial information of the company's operations to the tax authorities in the applicable jurisdiction, and provide the director with proof and copies of all documentation, reports and assessments, so that the director may submit these to the South African tax authorities for assessment and tax payment if any. Such tax reporting in South Africa may be delegated by the director to an independent third party, such as a Tax Practitioner, and the owner will be responsible for payment of all fees in connection therewith.

Should the owner in any way does not comply with the applicable above two scenario requirements concerning financial/tax reporting, only the owner, and not the director or any of the director's associates, shall be responsible for such including any tax owing, legal or other costs involved therewith.

The director or director's agent may make any reasonable/legitimate request of the owner who agrees to comply with all such requests. Should the owner refuse to cooperate with any legitimate request from the director or the director's agent, the director shall be at liberty to resign as per agreement. Your sole remedy for dissatisfaction with the nominee company service is to discontinue using the service. No refunds for any services or renewals paid or payable are permitted in the event of resignation, withdrawal or cancellation in connection with the company or any associated service.

Except in the instance of actual fraud, neither the director, Offshore-Companies.org, nor any of the director's associates or colleagues shall be liable to the owner or any third party in respect of anything done, declined or omitted to be done by the director, Offshore-Companies.org, or any of the director's associates or colleagues, and the owner shall not directly or indirectly institute any legal actions or proceedings against the director, Offshore-Companies.org, or any of the director's associates or colleagues in this regard.

All expenses of the company, including running costs and amounts owing to creditors and to tax authorities in any jurisdiction are the sole responsibility of the owner and are only for his account. The owner indemnifies the director and any of the director's associates against liability for any such expense.

Nominee Offshore Company Bank Accounts:

A SA Offshore Company with our Nominee Director may be supplied with a bank account in that company's name.

In such instance, you receive an International Debit Card to draw cash and transact; the Nominee Director appoints you as Operator on the account and all transactions set up/required by Operator are for authorisation by Nominee Director.

Request our monthly transaction fees schedule for further details.

Transaction is defined as any itemised task, such as setting up a beneficiary, performing any transaction, or any line item on the account.

Should an Operator not be able to perform any action/transaction in online banking, a request must be made to the Nominee Director who will confirm if the action/transaction can be done, and either advise the Operator accordingly, how to do it, or that the Nominee Director will do it.

Neither the Nominee Director nor any associate will be responsible for any function on the account or card, or for any action/transaction which cannot be effected on the account.

The director may in the director's sole discretion stipulate various requirements for the running of the account, including minimum/maximum balances and transaction volume, and may impose any rule for the implementation of such.

Should the director or owner be dissatisfied with any matter concerning the account, either party may give fourteen days notice to the other for closure of the account, with the provision by owner of appropriate banking details for transfer of all funds thereto. A balance of the equivalent of US\$195 must be left in the account to defray director and closure costs. Any additional cost will be payable by owner.

Notwithstanding any other written or signed agreement entered into between the director and the owner concerning any matter including any clause excluding any prior agreement, these terms and conditions shall have precedence in interpretation, inclusivity and applicability to any agreement between the parties.

Your sole remedy for dissatisfaction with the banking account service is to discontinue using the service.

**53. NO WAIVER OF RIGHTS**

No latitude nor leniency in the application of these terms nor any indulgence given by us shall be construed to be a waiver or novation of our rights in regard to these terms.

That is, if we do not apply any of these terms to your situation, it does not mean that we cannot apply them at any time or that we have given up our right to do so.

**54. NON-PAYMENT / DEBARMENT / BLACKLISTING**

When you place an order/application with us, you agree to these terms and conditions and to immediately pay the sum of money involved for that order/application.

If, however, you do not pay immediately, it is our policy to make several requests to you to make payment. Included in one or more of these requests is the warning that if payment is not

received within a certain number of days, legal action or debarment/blacklisting or both will take place.

If you subsequently do not make payment, you will be in material breach of contract, and we will take further appropriate action in order to obtain payment and compliance, such as legal action, debarment, blacklisting, etc.

Debarred/blacklisted firms and individual are published on our various websites on pages titled: "Debarred parties", "Ineligible Firms & Individuals", "Debarred Firms & Individuals", "Blacklisted Firms & Individuals", etc.

Should you thereafter make payment for the relevant order/application, you will also be required to immediately pay an additional administration fee to us in the amount of R189.50 plus any applicable legal/collection fees involved.

Your non-payment status/debarment/blacklisting will only be removed within 72 hours of the full payment having been received in a satisfactory manner as required by us in accordance with these terms and conditions, and provided no other offence is involved such as fraud.

If you are a service provider contracting with us to blacklist your clients, the following will apply:

- Terms and conditions at website [www.blacklists.co.za](http://www.blacklists.co.za)
- We blacklist according to our format only
- We charge 5% of the 'Agreement amount payable' as an initial listing fee
- Listing is executed in approximately 72 hours from receipt of initial listing fee
- Listing removal takes place in approx. 72 hours from receipt of final listing fee of 5% plus R189.50, the latter which it is the service provider's responsibility to recoup from the client
- All fees are non-refundable
- We are not responsible for any liaison, negotiation, litigation or other matter between the service provider and its clients
- We endeavour to provide a smooth service but will not be responsible for inability howsoever arising to provide the blacklisting service; similarly, the service provider's only remedy for any issue with the blacklisting service is to discontinue using it

#### 55. ONLINE ONLY

Notwithstanding anything to the contrary herein contained or elsewhere stipulated, we only operate online and do not receive clients at any physical location.

This ensures better security, workflow and service quality.

Thus all orders are to be submitted online and all dealings with us must take place by email, fax or post/courier.

All payments to us must be by means of our secure online credit card forms or by direct deposit/transfer into our designated banking account.

#### 56. ORDER FORM VERSIONS

All order forms and other documentation on or connected with this site and our business ("the information") are deemed to be coordinated. In the event of a conflict of terms, the term more in our favour shall prevail. Editing, amending or changing in any manner whatsoever of any of the information, or the use of order forms older than 24 hours is strictly forbidden.

Notwithstanding any receipt or acceptance by ourselves of any form (whether or not older than 24 hours) or other part of the information having been so edited, amended or changed, without our prior written consent, such editing, amending or changing shall be totally invalid, and the information so edited, amended or changed shall be deemed to have not been edited, amended or changed, and shall remain fully applicable and valid. All current terms absent on old forms received or accepted by us shall likewise be fully applicable and valid.

It always remains the responsibility of the applicant to ensure that any order form used is up-to-date and not older than 24 hours.

#### 57. POSTAL DELIVERY/COURIER

Do not use a courier to our offices who delivers outside of our office hours.

Do not post mail to our physical address.

No matter what might be stated elsewhere, even by ourselves, the preferred way to send any documentation to us from within South Africa is by Speed Services from your Post Office counter to our P O Box.

You may also however post mail to us from within South Africa by normal post to our P O Box.

Courier items must be sent to our designated courier address only.

#### 58. PROCESS ISSUES

In the unlikely event of a third party objecting to the use of the name of your Close Corporation / Company / Trust purchased from us, whether regular, SBC or other, of there being an unexpected delay in document transmission / return, of there being any uncorrected errors on any documentation, or of their being any difficulties or complications with opening bank accounts, purchasing property, acquiring / configuring any email addresses / aliases, or any other related matters, neither eCC nor any of its owners / associates will be responsible or liable for any alleged or real costs, losses, damages, or claims, or any correspondence involved therein.

You agree that you will allow us to follow our normal application verifying and preparation procedures unhindered by you in order that your application may be properly dispatched and handled by any relevant party. You specifically agree not to request pre-registration application documentation for any reason, such as bank account applications, etc, acknowledging that it is unlawful for a bank to open any bank account in the name of an unregistered entity or for any other institution to process any other registration/certification for an entity/company not yet registered.

In the unlikely event of a third party objecting to the presentation of results, of there being an unexpected delay in document transmission/return, of there being any uncorrected errors on any documentation, or of their being any difficulties or complications with tax payments/tax form rendition/any other related matters, we will be responsible or liable for any possible costs, losses or correspondence involved therein.

We are, however, prepared to provide, at our sole discretion, limited email advice in this regard, on receipt of an email request sent to us.

#### 59. PROOF OF APPLICATION / OTHER

Should you request proof of any of our activities in connection with your application / order, it shall be sufficient proof of such activity having been carried out if we simply report to you in

writing, such as by email, that the activity was in fact carried out. We shall not be responsible for supplying / showing any further proof, such as documentation, receipts and the like.

We may in our sole discretion provide you with a tracking number or other information where applicable and deemed necessary by ourselves.

#### 60. PROPERTY PURCHASE

Should you be contracting to purchase a property through a CC/PTY prior to the return of the final CC/PTY document, the contract should be made in a suitable manner to accommodate this if allowed, such as in your name "or nominee" and a suitable nominee clause included.

You should take proper caution in planning the timing of events with regard to purchasing property through your CC/PTY, allowing sufficient time for return of the final CC/PTY document from the registrar.

Once you have purchased a Close Corporation/Company from us, to protect both your and our interests, we do not under any circumstances sign property-purchase resolutions or any other property-purchase documentation on your or your CC's/PTY's behalf.

#### 61. REFERRED WEBSITES

Nothing in forwarding / referred site names, descriptions and / or content ("referred matter") shall be construed as our vouching for or supporting the relevant concerns, and we shall not be held responsible for the referred matter in any manner whatsoever.

Notwithstanding anything which might be indicative to the contrary, reciprocal or other links may be considered for inclusion on this or any other group site by substitution in our sole and absolute discretion. If we do not reciprocate a link, the only remedy you may have is to remove any link to us you may have placed on your site.

We are not responsible for the content, functionality or other aspects of referred, reciprocal or other sites.

#### 62. REGISTRATION OF COMPANIES, CORPORATIONS AND TRUSTS

All Close Corporations / Companies / Trusts offered for purchase on the Close Corporation / Company / CC / Pty / Trust List have been duly registered by the South African Government in terms of the Close Corporations Act, 1984, the Companies Act, 1973, or other applicable act, respectively. Similarly, all Close Corporations / Companies / Trusts to be applied for registration upon your order request are applied to be registered by the South African Government in terms of the same Acts respectively.

#### 63. REMOTE ACCESS

Our Computer Active Techno System (CATS) utilizes various computer remote control software, such as LogMeIn or TeamViewer for accessing your computer online for the purposes of working directly on your system and in your accounting setup/ software/package.

While every effort is taken to perform such access and work as securely and carefully as possible, we will not be held responsible for any untoward event which may occur in connection with such activity, including any unlikely but possible breach of security, or any loss, damage or liability of any kind whatsoever or howsoever arising.



64. SERVICE COMMENTS

Whether or not expressly stated in writing or otherwise, you irrevocably grant to us or our assigns permission to quote you, concerning your comments about our service, by name and geographic area / suburb / city / town / province or otherwise, in print or on the Internet, in our sole discretion.

You also agree to our discretionary decision regarding the altering / exchange of any name for our business used by you in such quotes so as to keep the information up to date, provided that the quotes may never be used to refer to any business of another identity.

65. SHELF CC / SHELF PTY

We do not actively encumber our shelf CCs or PTYs with debt or any other liability. We do not trade with our shelf CCs or PTYs. These entities therefore do not have any tax owing to SARS.

If it is found after purchase that a shelf CC or PTY is liable for any tax return or annual return, it shall be your responsibility to process and pay for such including any late fee, and you completely absolve us from any responsibility in such matters.

Upon receipt of an order, we endeavour to provide you with one of our PTY names with Reg.No. in approximately 1 (one) hour during office hours and while stocks last.

66. SOLD ENTITIES

By faxing / sending any Order Form relating to this site and / or any other aspect of our business, you give us permission to display a "SOLD" sign on the Close Corporation / Company / CC / Pty List next to the Close Corporation / Company name being purchased, for as long as we in our sole discretion shall determine, alternatively only to remove such sold entity from the list as convenient to us. This shall also have the effect of allowing us to remove sold names from such lists in a reasonably practicable time in our sole administrative discretion. Other purchasers get allocated the first available entity.

67. SOLE PROPRIETOR REGISTRATION/SPND/SPdata

We assist sole proprietors to apply for registration for trade/defensive names, for registration for personal income tax, for a certificate delineating certain Sole Proprietor details supplied by you and for entry of such details on our Sole Proprietor National Database (SPND - [www.spnd.co.za](http://www.spnd.co.za)) and/or Sole Proprietor Database (SPdata - [www.spdata.org](http://www.spdata.org)) and/or any affiliated/associated website/database in our sole discretion.

A Defensive Name is a name registered for use by a Sole Proprietor as a trading as (t/a) name. It is valid for 2 years and must be renewed every 2 years.

Notwithstanding your provision to us of one or more proposed trade/defensive name/s in your application, we may ask you as any time in the process to provide further possible names, we shall not in any way be obligated to render any name so provided registered with any authority, and you irrevocably authorise us to obtain registered for you any name which we deem suitable in our sole and absolute discretion. If a name application to the authorities fails, you will be required to pay an additional fee (much less than the original name application fee) for us to reapply, and you will be requested to provide further proposed names.

Every person who works in South Africa must have an personal income tax number, whether you work for a company or for yourself.

All Sole Proprietors must be registered for personal income tax.

You, as a sole proprietor, do by your application for any or all of the above applications grant us the irrevocable right to publish your sole proprietor details as ascertained by ourselves from time to time on the Internet, on our website/s or in any other manner as we deem fit and/or to take down/remove such details in our sole discretion.

Our ascertaining or certification of details concerning you/your sole proprietorship is done in good faith and we will not be held responsible for any record errors or otherwise in this regard.

We will not be held liable for any damages or loss, real or alleged, incurred by you in relation to said sole proprietor registration services or any aspect of our sole proprietor system, including loss of database search facility or similar.

An application for Sole Proprietor Registration of any kind shall only mean an application for a Sole Proprietor Certificate (SPC) and/or any ancillary services which may be offered and paid for in connection with such certificate application, such as a tax number or permit assistance application. Although such application includes an application for entry of select certificate/sole proprietorship details on SPND/SPdata, such entry shall always be deemed a free/additional service granted to applicants for the SPC or any other suitable persons, and as such publishing or takedown of entries on SPND/SPdata shall be at our sole and absolute discretion.

You agree to supply us with personal and business information/documentation/details upon request, including your full name, identification document/card/number or similar, driver license, trade name, be it defensive name, DBA (Doing business as) name or similar, income tax number/document, contact details such as email address and telephone number, physical address from where your sole proprietorship trades, etc. Some such information may be supplied by reply email to us and other of it is required in the form of originally-certified copies of documents first emailed to us for pre-approval and then physically posted/mailed to us for examination and certification. You agree that certain of this information may be entered and made available in a certificate supplied only to you (it is your choice whether or not to supply it onward to third parties) and/or in a public online database for the purpose of listing Sole Proprietors and their details. You grant us the unfettered authority to list/show or delist/takedown such information on the Internet as we see fit, and we assure you that we will take into account current conventions when it comes to exactly what and how such information is publicly displayed/disclosed. For example, if an identity or tax number is publicly displayed, it may be done so not revealing certain digits, making it impossible for anyone to steal such identity.

We specifically record that you agree to have the following information about yourself and/or your Sole Proprietorship published in our database on the Internet:

- Certificate Number
- Sole Proprietor Name
- Identification type
- Citizenship
- Income Tax Number obtained status and from whom
- Trading/DBA/Defensive Name
- Trading/DBA/Defensive Name Reference/Registration/Certificate Number
- Trading/DBA/Defensive Name Jurisdiction
- Trading/DBA/Defensive Name Original Date

Trading/DBA/Defensive Name File/Tracking Number

Trading/DBA/Defensive Name Renewal Date

Trading/DBA/Defensive Name Reminder Set date

Purpose of Sole Proprietorship – what the business does

Business license/permit details (if applicable)

Email address

Telephone number

Trading Address – if you trade from home, then your home address must be given and will be displayed here

Entry date – the date we enter these details on the database for the first time

Any other item which we deem fit, exercising reasonable caution and discretion in regard to your personal information.

Any Sole Proprietor Certificate supplied by us to you will be deemed to have the same expiry date as the first of any expiry dates indicated on any trade name or similar such document referred to by the certificate or on the relevant database entry. On and after such expiry date, it will be illegal for you to present any such Sole Proprietor Certificate to a third party, a part, if not all of its content and/or the contents of the database record will have expired and be invalid. You should ensure that you renew any trade name or license registration in time to apply to have your details updated on the database – this would then validate your Sole Proprietor Certificate which you would then be able to continue using.

Presentation of a Sole Proprietor Certificate to you and/or entry of your related details on our database does not vouch for or guarantee the validity of the information provided to us. It is merely a reflection of the information so provided and you will always remain responsible for the truthfulness, verity and validity of such information. Our service is only to present such a Sole Proprietor Certificate with its concomitant free listing on our database. We do not register trade names, tax numbers, business licenses or seller permits; we merely assist you where applicable in the registration of such through third party service providers.

You may not interfere with our service provision in any way including, but not limited to, database intrusion, hacking or similar, all of which are illegal and prohibited.

We shall not be liable for losses, claims or liabilities arising in connection with your use of our services, including, but not limited to loss, claim or liability:

- arising in connection with your use of other services purchased from or through ourselves or any of our associates;
- resulting from data non-delivery, data mis-delivery or unauthorized access to transmissions or data;
- resulting from acts of God;
- resulting from the unauthorised use or misuse of your information;
- from threatening, defamatory, obscene, offensive or illegal content or conduct of any third party;
- arising in connection with your possible infringement of a third party's right, including intellectual property rights;
- resulting from errors, omissions or misstatements in any and all information or services provided by ourselves to you or the public;
- resulting from the termination and/or interruption of our services;

- from your inability or that of a third party to use our services;
- that you may incur in connection with our processing of your application for our services / products.

Our ability to provide the Services to you depends in part upon the provision of services by third parties. We cannot control and will not be responsible for the actions or inactions of such third parties. We shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties. You are subject to all terms and conditions of use of all service providers which we may use to make our services available to you, in so far as such terms and conditions affect us and/or third parties, and you shall remain solely responsible for any and all infractions by you in this regard.

#### 68. SoleRegister

SoleRegister ("SR") is a worldwide online database listing/registration of sole proprietor ("SP") details to make it easier for third parties to access SP information.

All other terms and conditions as stated in this document are applicable to SR clients where relevant as indicated in our sole discretion.

Comprehensive Internet Search ("CIS") for a trade name forms the basis of the registration on the database as indicated per entry. CIS is done according to our proprietary technology, and once performed and reported on to you or listed on SR, your order will be deemed filled and completed.

Country and/or state database searches for a trade name may also be performed and results indicated, but we are not compelled to do these and might be carried out only in our sole discretion. Country and/or state database registration of trade names does not form part of the SR service. Other registrations, such as for tax number or business licence/permit, are also likewise not included.

Any expedient restriction or limitation on the use of the trade name is indicated in our sole discretion where deemed necessary. We shall not be held responsible for the notation or not of any apparent restriction or limitation, or for any unobserved conflict with an existing trade name or trademark.

Claim to the use of a particular trade name is made on the authority of international common law trade name/trademark rights.

Actual usage of trade names registered on SR per country is governed by the laws of each particular country.

Nothing either stated or implied, herein or elsewhere, shall be construed as us giving a guarantee or permission concerning the worldwide use of any trade name or for any particular jurisdiction.

If a trade name registered for your use on SR is disputed by a third party, you will be solely responsible for the resolution of the matter; you may however request our advice on the matter for our standard fee of US\$38.50.

If, as a result of the dispute resolution, you require any amendment to your SR registration, you will need to apply to us at our standard fee of US\$58.50 to make such amendment.

We will not be held responsible to either you or any third party in regard to real or alleged risk, damage, loss, or liability in regard to the use of the SR service or system or any of its data, entries, registrations, etc.

You hereby indemnify us against any cost or expense howsoever arising out of your use of the SR service/system, including any action by any third party against you or ourselves on account of your information or information associated with you appearing or being registered on our database.

#### 69. SPECIAL INFORMATION ORDER

A special information order is typically an order for information about something you have not been able to obtain.

We do not guarantee that we will be able to provide the information required/requested, but we do use our many resources in our sole discretion to provide to you a definitive answer to your query.

The answer may not be exhaustive, but we do our best to provide as helpful and as full an answer as possible with references/links to further information where available.

As this is not an expensive order, we may provide an answer containing only so much information as may reasonably be forthcoming from approximately an half hour of research.

#### 70. STANDARD ADMIN FEE

When you make any error or omission in an application / order to us and require that it be corrected or included, or if we agree to reopen a closed file/matter due, for example to stoppage, then a R295.00 standard admin fee shall apply plus copy, handling, postage, packaging and any other applicable fees, all of which will be determined in our sole discretion.

Wherever we refer to a "standard admin fee" we are referring to the definition above.

As a "file reopening fee" or Archive Fee it is set from R395.00 and is payable if you have not responded to our requests or emails for 3 months or longer. If this period extends to a year or more, you will have to reapply with full payment again at prevailing rates and your previous payment/s will be forfeited for discontinuation.

Your application/order process shall be suspended until such time as the required standard admin fee or any other fee owing has been paid by you. If it is not paid within 14 days of request, the 14-day rule herein will apply.

#### 71. STANDARD ADVICE FEE

We answer basic questions in the course of business for sales and support queries. If however your query requires additional effort or the use of additional resources on our part, then a from R378.50 standard advice fee shall apply plus copy, handling, postage, packaging and any other applicable fees, all of which will be determined in our sole discretion. "from R378.50" means that R378.50 would be the minimum fee chargeable, and the fee could be determined by us to be a sum higher than R378.50.

Wherever we refer to a "standard advice fee" we are referring to the definition above, and it is also known as an "email advice fee" or similar.

Your application / order process shall be suspended until such time as the required standard advice fee or any other fee owing has been paid by you. If it is not paid within 14 days of request, the 14-day rule herein will apply.

#### 72. TAX CLEARANCES

A payment and submission of a Tax Clearance application to us is valid for one such application that we make on your behalf to SARS.

If the application is declined for any reason, we shall not be responsible to carry out any of the work involved to improve the applicant's status with the authorities - if you wish us to do any of that work it will be subject to separate quotation.

It is not our responsibility to establish from SARS what may be outstanding or not up to date in your / the applicant's tax matters - it is up to you to find out these issues from SARS. Once you have improved the applicant's status, you may apply for another tax clearance upon payment of the normal fee, provided that we may in our sole discretion perform such second or subsequent application for the same applicant for a reduced fee or free of charge in our sole and absolute discretion.

#### 73. TAX NUMBER

Notwithstanding any advertising or other statement to the contrary, if a tax number is not allocated to a company upon incorporation, we will not be responsible for applying to register that company for income or any other tax with the South African authorities.

Should you require a tax clearance for that company, you will first need to apply for tax registration at the applicable rate.

#### 74. TAX PAYMENTS

Notwithstanding that we do everything in our power to accurately expedite clients' tax work and payments, clients are obliged to remain constantly aware of their tax form/payment obligations in regard to timing and execution. Thus, although we perform the task of documentation/form preparation and tax calculation, the client remains ultimately responsible for own timeous tax payments. We will not be held responsible for tax amounts/penalty/interest.

#### 75. TERMINAL DOCUMENTATION

In the event of a yearend client desiring to terminate future dealings with us the following will apply: Client must cooperate with us for the successful completion of all current paid-for work; if client chooses not to do so, our strict policy of no refunds equally applies. 3 working days notice after work completion or client stoppage and a/c / agreement paid up for final documentation / information collection / mailing / emailing at client's expense. All copying costs to be covered by client.

We reserve the right to disallow documentation supply based on the fact that original documentation has already been supplied to client, or copies have already been supplied, and the only documentation we retain are copies of what the client already has.

Should the client require additional copies, then our R295.00 standard admin fee structure plus copy, handling, postage and packaging fees where applicable shall apply.

#### 76. THIRD-PARTY TRANSACTIONS

In the event of an order being placed by you on behalf of a third party (such as by you as an attorney / accountant / consultant for a client / member) and you charge the client / member a fee for such service, nothing herein contained or elsewhere shall be construed as giving you any authorisation, agency or any other permission from ourselves to act on our behalf in charging such fee. Such arrangement shall be in its entirety between you and the third party, and we shall not be held responsible for anything whatsoever in such matter.

In the event of you placing an order on behalf of a third party, you hereby warrant that you have the authority to bind that third party as a principal party to all terms and conditions provided in this document, on this site and on all of our linked pages.

In the event of an order being placed by a person on behalf of a third party, the terms and conditions in this document will equally apply to said person as if that person was in fact the applicant.

We use the Government Computer System for certain base certificate retrievals. We do not perform additional retrieval attempts on account of typographical errors made by you. We will not be held responsible for possible computer downtime delays, any erroneous/omitted data/information, or data non-retrieval, whether actual or alleged, in connection with such service.

#### 77. TIMING

Subject to the general disclaimer above, our Corporations and Companies are supplied in South Africa and worldwide as indicated on the relevant pages of this site.

Our ability to provide Close Corporation / Company application services to you depends in part upon the provision of services by third parties. We cannot control and will not be responsible for the actions or inactions of such third parties. We shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties.

Subject to all other disclaimers/terms/scheduling and to client's immediate supply of all necessary items/information/annual totals, our average timing from day of payment is exemplified as follows: IRP6 - 5 months; IT12 - 6 months; IT14 (includes Annual Financial Statements) - 8 months; IT14 + AFS for Companies (includes statutory audit) - 9 months. These are average durations based on workload and client scheduling. Individual times required for completion differ from client to client (may be shorter or longer) depending on various factors and on complexity of the work involved.

We can only do the work of an application / payment once you have supplied us fully with the required documentation/ information. Once this has taken place, you must allow us unhindered our required time as professionals to do the work. Any requests/demands to complete the work sooner than that are not permitted.

#### 78. TRADE NAMES

Trade names indicated by you for use in conjunction with Close Corporations / Companies / any other entity are your sole responsibility, and we will not be held liable in any manner whatsoever in such matters, notwithstanding the inclusion of such trade names in bank account names, member / director cards, tax/VAT applications and the like.

#### 79. TRADE NAME SEARCH

Various trade name searches may be offered.

We may use different databases, including public and private facilities to perform the searches.

We may offer and perform various proprietary database searches as structured and defined by ourselves in our sole discretion, such as SAGD (South African Government Database), SATD (South African Trader Database) and WWTD (WorldWide Trader Database).

Only we have access to such searches and under no circumstances are you or any other member of the public given access thereto.

By paying for a search you agree to receiving only the result on one name as presented to you for such a search by ourselves according to our standard reporting format.

Regardless of the number of names provided by you in a trade name search order, you will only be entitled to the result of one name; names will be treated as if listed in priority order, and we will assess and search on names in our sole discretion providing the result on a single name; we may however provide supplementary results for other names presented if deemed appropriate.

#### 80. TRADEMARK APPLICATIONS

A trademark application is an application for assistance with a trademark application. We assist you to apply for a trademark.

If at any point your trademark is rejected or objected to by any party, you will be solely responsible for dealing with such matters.

#### 81. TRANSACTION POLICY

Payment for an order/application is due immediately upon placement of that order/application in advance by credit card, cash, cash deposit or electronic/wire/internet transfer only; no cheques allowed: payments or bank/credit transfers by cheque may be rejected/automatically rejected in our sole discretion, and, where unreversed, will only be repaid less a R189.50 admin fee after 21 days upon receipt of written request. If no written request is received, the entire payment is forfeited. We reserve the exclusive right at any time to refuse or reject any payment/payment means or to require payment by another means. Additional proof of identity/authenticity may be required during the payment/application process, such as certified copies of passports, identity documents, credit cards, etc.

Close Corporation / Company returns or swaps not allowed. Order swaps/off-sets not allowed. As our work is special-order and tailored, documentation rejection by you is not accepted. Refund/cancellation policy dealt with above. Close Corporation / Company / documentation collection in person, only after receipt of prepaid order and by appointment only. Prices/terms subject to change without notice. Payment without requisite information, removal/transfer of instructions or incorrect ordering or instructions shall result in forfeiting of fee and service/product. If you obstruct or stop us doing the stipulated work, you will incur a stoppage fee of one hundred percent of your total payment. You will be regarded as having obstructed/stopped us doing the stipulated work, if you did not comply with all requests for information/documentation within 14 days of order/application/our first such request, subject



to mitigation clause above. If unspecified, quotes/estimates shall be valid for 3 working days only.

While we make every attempt to keep our services up to date, payments for orders, applications or requests for services or part services which subsequently become incapable of execution or only capable of execution in a different manner due to a defunct law/regulation, the passage of time or any other reason whatsoever, shall not be refundable. If only capable of execution in a different manner, your only recourse will be to allow such execution or to carry it or part thereof out as requested by ourselves.

Transactions/deposits/transfers into our bank account which are subsequently claimed to be an error or mistake, shall be assessed by ourselves, and if we determine that such is in fact a bona fide transaction/deposit/transfer but that it appears you have intentions simply to cancel, such transaction/deposit/transfer shall be taken as part of a legally binding transaction with us for the purposes indicated/matching the transaction, and you will be liable to comply with the applicable order rules and terms on this site. If such claim of error / mistake is assessed by ourselves in our sole and absolute discretion to be bona fide in and of itself, and, where unreversed, will only be repaid less a R189.50 admin fee after 21 days upon receipt of written request. If no written request is received, the entire payment is forfeited.

If you stipulate/select/pay an incorrect sum payable on any order form or other instrument of payment, the following will be applicable: if the amount is higher than required, a credit or refund will be granted only if the excess amount paid is R50.00 or more, as refunding less than R50.00 is not commercially feasible due to staff and banking costs; if the amount is lower than required, you automatically authorise us to charge your credit card with the difference required to make the correct payment, or if no credit card was used or it does not work for any reason, you undertake to pay the required difference either by wire, bank deposit or transfer (no cheques) within 24 hours of request being made to you.

You authorise us to charge any credit card, the details of which have been supplied by you, with an order amount, any time after you have placed an order, regardless of whether or not you may have indicated that you would perform a bank deposit/transfer.

As the person legally responsible for use of our services, you are required to supply us with a current and truthful name, postal address and telephone number for our records. You warrant that you are an authorised user of any credit card the details of which you supply to us and acknowledge that we have a right to fully investigate any possible fraudulent credit card use.

## 82. VALA UNYAKA WENTELA / VALA MA TAX, VALA MA PROBLEMS / UNYAKA / QOKA I EZIMALI / APPOINT AN ACCOUNTANT

### Appoint an accountant – Qoka i ezimali

This is the first step in you obtaining an accountant's help for your business.

The fee required to Appoint an accountant – Qoka i ezimali covers the acknowledgement email, resolution (where necessary) and basic online accounting advice for 1 year. Anything after that would be covered by the fees payable for the Vala Ma Tax, Vala Ma Problems service, failing which, an annual renewal of Appoint an accountant – Qoka i ezimali would be required at the prevailing fee to be quoted separately by email.

Extra/detailed/extended advice required is subject to additional payment as indicated by ourselves.

It is specifically recorded that Appoint an accountant – Qoka i ezimali service is for limited, basic advice in our sole discretion and does not include any bookkeeping/accounting work, financial statements or tax services.

#### Vala Ma Tax, Vala Ma Problems

This is the second step in you obtaining an accountant's help for your business.

Upon receipt of your application, we send you an email requesting further details about the business requiring Vala Ma Tax, Vala Ma Problems, such as for which periods/years of trading the service is required and the summary figures of income and expenses. Upon receipt of this information, a quote is sent to you for us to do the work involved of financial statements and tax return/s.

As soon as you pay that fee, we proceed with the process of Vala Ma Tax, Vala Ma Problems - closing your specified tax year/s by means of financial statements and tax return/s.

If you start with this second step, our quote to you will include the disclosed fee for Appoint an accountant – Qoka i ezimali, so that everything can be done properly.

#### 83. VAT

Our sales are not subject to VAT in terms of the Value-Added Tax Act, 1991. Therefore we neither charge VAT nor can you claim VAT on the purchase price of any Close Corporation, Company, Trust or service provided by us.

In line with modern commercial practice, we do not issue invoices or receipts for payments made; your bank deposit slip, transfer printout, credit card / bank statement stands as proof of your payment to us; we may supply credit card printouts (slips) for transactions paid by card which require documents to be mailed / couriered; we retain credit card slips on file for transactions paid by card which require documents to be emailed.

Your Close Corporation / Company must only be registered for VAT in South Africa if its turnover in any 12-month period will exceed R1 000 000.

Because this cannot be established before a Close Corporation / Company is sold, we do not supply Close Corporations / Companies that are VAT-registered.

Should you wish to register your Close Corporation / Company for VAT, we recommend that, when you receive the final Close Corporation / Company document, you apply at [www.vat.org.za](http://www.vat.org.za)

If your Close Corporation / Company is not going to be registered for VAT, you may wish to include a note on your invoices, such as:

"Not registered for VAT."

The rationale behind this is as follows:

"XYZ CC/PTY is not registered for VAT. VAT has not been added to the amounts on this invoice. These amounts are consequently 14% less than if VAT had been added. VAT-registered clients therefore do not lose a 14% claim, as they are charged 14% less."

#### 84. VAT AND OTHER REGISTRATION APPLICATIONS

All VAT and other registration applications are accepted on the basis that the client is responsible to provide us with the correct and accurate requested / required documentation and to cooperate with us in regard to any other required action.

Should you be requested or required to interface or apply in person at any SARS office or any other relevant place, you shall do so promptly at our or other concerned party request, and shall indemnify us against any liability for expenses, damages or loss, whether alleged or real, which may be associated with such activity.

Your payment for a VAT and other registration application is deemed to be for advice / guidance in such matters and shall in no way be affected by any activity, work or expense required on your part to ensure the effective preparation, lodgement and/or monitoring of such application.

#### 85. WEBCAM/CCTV POLICY

We may operate webcams for publication and/or non-publication purposes.

Publication webcams may include those inside our reception, library and offices, those connected to computers as communication tools, those on our premises (such as aesthetic views/spaces), those installed away from our premises (such as educational), those for live chat, and those for news observation.

Non-publication webcams may include those in or on our premises and buildings for monitoring and/or recording, those connected to computers as communication tools, those for live chat, and similar.

We acknowledge that webcams can contribute to the quality of certain aspects of our work and presentation, and assist us to operate effectively using tools like audio-visual communication.

It is, however, essential to make sure that people's privacy is not breached by our use of webcams. This applies to clients, consultants, our staff and subcontractors, temporary/casual staff, visitors to our premises and offices, and members of the public. Where people can be identified, they should know about the relevant installation, its field of view/audio-capture, and, where appropriate, agree to participation. Agreement may be obtained explicitly such as verbally or in writing, or implicitly such as by tacit consent as in a person's entry into a webcam area clearly marked as such.

All reasonable precautions should be undertaken to preserve confidential information such as client details in any recorded discussions or conversations.

All webcam installations must be informed by the type and location of the webcam, the reason for broadcasting on the Internet site, the people involved, and whether the feed should appropriately be audio-visual or audio only or visual only. Inadvertent transmission of our business activity should be prevented by observing appropriate webcam monitoring and on and off times.

Sound-recording webcams should not be used to record conversations from parties incidental to the main view, participants and speech-stream. Where this cannot be avoided and it poses a privacy threat to the parties concerned, the relevant microphone must be muted.

Webcams, broadcasts and recordings must not be used in such a way as to embarrass or defame any of those involved.

Clear signs informing our staff and/or the public that a publication webcam is installed must be displayed at the entrance to or inside the relevant area. No one so notified is obliged to enter a publication webcam area. Signs will not be required if the publication webcam has been

specifically approved by management for covert coverage, it is for interpersonal communication purposes or similar such, or the webcam is for non-publication purposes.

We should retain control of and responsibility for the public transmissions of any webcam used by ourselves, including social quality, feed-termination and transmission times.

For security reasons a publication webcam's field of view should be restricted to the participants and the area immediately surrounding them and should not cover access routes to the venue.

We hold the copyright to all audio-visual content published online by or through us and none of it may be copied, stored or replayed without our express permission. The mere availability of our publication webcam video's (live or archived) for viewing does not confer permission of any kind to download, copy or store such video's.

We do not use publication webcams for sensitive/public areas, such as vehicle/building entrances, car parks, walkways, and the like. Such areas are subject to CCTV security surveillance and recording as permitted from time to time and such footage is not for publication.

We also use CCTV office monitoring systems for security and staff purposes. These systems may be modified from time to time and may include audio and/or visual monitoring and recording of clients and/or staff in any of our offices, driveway or nearby areas. This is, among other things, for quality, compliance and security purposes.

While every effort is made to ensure the effective and proper use of webcams and CCTV by ourselves, we will not be held responsible for any damages, liability or loss, real or alleged, suffered or incurred by you as a result of such use.

#### 86. WEBSITES AND WEB ADDRESSES

We use numerous websites, pages and domain names to market and present our products and services.

All such are subject to these terms as delineated therein and herein.

An email sent from any email address of any domain name of ours or under our control shall be deemed to be subject to these terms insofar as the context, parties and other factors in our sole determination may dictate.

An email sent by us containing one or more domain names / web addresses, shall be subject to the applicable terms to which those domain names / web addresses point. We shall have the final say in determining the relevance or applicability of any such term.

#### 87. WEBSITE ORDERS

All website/domain name/hosting orders placed with us are subject to these terms and conditions as well as those in any order/email for such services, including those indicated by link in any such order/email.

If a domain name ordered by you is not available, we will select/obtain a name as appropriate as possible to the name/purpose of the site as indicated in our sole discretion. Any domain name informed to you as being obtained for your use, if not cancelled within 3 days of being so informed, must be paid for in full by yourself. Note that names other than .co.za names are more expensive to register and an additional fee according to our calculation must be paid by you when ordering such names, for example, .com or .net names.

If you do not provide sufficient/appropriate content for inclusion in the pages of your website, we shall be at liberty to create our own or to place an indicator on the site: "Under Construction".

If you do not provide usable photos/jpeg's for your order in our sole determination, we shall be at liberty to use any of our photos/jpeg's. Such photos/jpeg's may only be used while you continue to utilise and pay for our website management/hosting services. As soon as these services may terminate for any reason whatsoever, so shall your right to the use/display of such photos/jpeg's, and they must be immediately removed from your website. Failure to do so shall be an infringement of our copyright in those photos/jpeg's and you will be accordingly liable.

Any site of yours on which we may place photos/jpeg's shall clearly display a copyright attribution of those photos/jpegs to ourselves or the relevant entity as indicated by us and such attribution shall be worded and in a format as approved by ourselves from time to time.

Our use of a photo/jpeg on your site shall not in any way prevent or hinder us from using such photo/jpeg or any part/rendition/version thereof on any other site or in any other place, and a request or notice to you to take down/remove/discontinue use of one or more of our photos/jpeg's shall be complied with immediately.

While we are constructing a website and once we announce it completion whether directly or indirectly, you shall have 3 (three) working days in which to request minor adjustments/revisions. We are at liberty to create a site for you of our choosing, for example on Wordpress server, Wordpress on our server/ISP server, or any other website-type of our choosing. If you require sweeping or relatively complete changes to the product as completed by ourselves, you will be required to pay for another website to be created.

A website order includes:

- 3 to 6 pages and 3 - 6 pictures as we see requirement  
(more can be added later for additional fee)
- domain set-up, e.g. www.claire.co.za
- 1 login email address (more can be added later for additional fee)
- up to 3 email alias addresses (more can be added later for additional fee)
- hosting for 1 year
- up to 300 MB traffic per month
- up to 100 MB disk space
- up to 15 minutes/month free adjustments
- after 1 year an annual hosting fee as disclosed online from time to time; includes name renewal, escalates at 6%PA

Content/info to be provided by you.

If you terminate hosting your website with us, we shall provide to you, upon all fees being paid up to date and upon receipt of an email request in this regard, an email attachment with the Wordpress export file or similar, or, if a regular website, with copies of the relevant pages/information, excluding any materials held under our copyright or not normally contained in an export file of the applicable type.

We will not be held liable for any real or alleged damage or loss to yourself, your business or any other party in connection with your use of our website/domain/hosting services or our execution of any related order.