

# Terms of Use Agreement

## COMPANY PARTNERS WEBSITE(S) AND USER SYSTEM TERMS AND CONDITIONS EFFECTIVE 1 APRIL 2021

(PLEASE READ OUR WEBSITE(S) / USER SYSTEM TERMS AND CONDITIONS OF USE BEFORE CONTINUING TO BROWSE OR ORDER / USE SERVICES ON OUR WEBSITE(S)/ USER SYSTEM).

THE USE OF OUR WEBSITE(S) / USER SYSTEM IS GOVERNED BY THE TERMS AND CONDITIONS STIPULATED BELOW. BY USING ANY OF OUR WEBSITE(S) AND/OR OUR USER SYSTEM, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING ANY PRIVACY STATEMENTS (WHICH ARE DEEMED TO BE INCORPORATED IN THE TERMS AND CONDITIONS) THAT APPEAR ON THIS AND/OR WEBSITE(S) / USER SYSTEM INCLUDING ANY AMENDMENTS THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING OUR WEBSITE(S) AND/OR USING OUR USER SYSTEM.

Welcome to Company Partners!

This Agreement ("Terms") sets out the terms and conditions that govern your use of Company Partners (Pty) Ltd products and services (such as website services), as well as any other services and/or goods offered by Company Partners. We hope that you find this information helpful.

By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites and/or user system (including the websites at <https://companypartners.co.za/> ; <https://www.ptycorporationregistration.co.za/> ; <https://shelfcorporationsale.co.za/> ; <https://cipccorporationregistration.co.za/> ; <https://shelfcorporationregistration.co.za/> ; <https://www.nhbrcregistration.co.za/> ; <https://coidlatterofgoodstanding.co.za/> ; <https://vatnumber.co.za/> ; <https://importandexportlicense.co.za/> ; <https://uifapplication.co.za/> ; <http://accountingpartners.co.za/> ; <https://newcorporationregistration.co.za/> ; <https://www.freewill.co.za/> ; <http://easycorporationregistration.co.za/> ; <https://3at1corporationregistration.co.za/> ; <http://mycorporationregistration.co.za/> ; <http://mypopicompliance.co.za/> <https://startupsuccess.co.za/>

1. and such other URLs that we may indicate from time to time ("Website(s)"), which are incorporated by reference into these Terms: Privacy Policy, POPI Website Policy, Website Terms of Use, and any other policy as is made available on our Website(s) and/or User System from time to time ("Policies").

2. If your service and/or product is being paid for by a third party (such as a subsidiary/related company), then you will be bound by all provisions in these Terms (including payment provisions), however, we may enter into a separate agreement with the aforesaid to govern payment for the services and/or goods on your behalf, as well as to govern the receipt of certain information in relation to your completion of the services and/or goods.

### 1. Introduction

1.1 Our website(s) and/or User System can be accessed at <https://companypartners.co.za/>; <https://www.ptycorporationregistration.co.za/>; <https://shelfcorporationsale.co.za/>; <https://cipccorporationregistration.co.za/>; <https://shelfcorporationregistration.co.za/>; related mobile-sites and software applications (the "Website") and is owned and operated by Company Partners (Pty) Ltd ("Company Partners", "we", "us" and "our").

1.2 These Website Terms and Conditions (“Terms and Conditions”) govern the ordering, sale and delivery of services and/or goods and the use of our Websites(s) / User System.

1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website(s) and/or User System (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). By using our Website(s) and/or User System and by clicking on the “Register Now/Sign Up” button on our Websites / User System, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

1.4. Our Website(s) and/or User System enables you to conduct online purchases for an extensive range of services and/or goods including but not limited to Company Services to legally register your new business and ensure you meet all the requirements of your Industry or Tender Application and more (“Services”).

1.5. Company Partners allows approved third-party service providers to list and sell their services on our Website(s) and/or User System (each a “Third Party Seller”). Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from Company Partners. This will be made clear in the relevant clause(s).

## 2. Important Notice

2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

2.2. Further, these Terms and Conditions sets out the Protection of Personal Information Act, 4 of 2013 compliance measures (“POPI”).

2.3. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

2.3.1. may limit the risk or liability of Company Partners or a third party; and/or

2.3.2. may create risk or liability for the user; and/or

2.3.3. may compel the user to indemnify Company Partners or a third party; and/or

2.3.4. serves as an acknowledgement, by the user, of a fact.

2.4. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

2.5. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask OR inform Company Partners to explain it to you before you accept the Terms and Conditions or continue using our Website(s) and/or User System.

2.6. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or Company Partners in terms of the law.

2.7. Company Partners permits the use of our Website(s) and/or User System subject to the Terms and Conditions. **BY USING OUR WEBSITE(S) AND/OR USER SYSTEM IN ANY WAY, YOU SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS UNCONDITIONALLY.** You must not use our Website(s) and/or User System if you do not agree to the Terms and Conditions.

## 3. Refunds

3.1 This policy applies to the return of goods and/or services, bought from us, Company Partners (Pty) Limited (“Company Partners”) by you (“the consumer”).

3.2 Company Partners does not provide refunds unless in accordance with the applicable legal provisions and/or instead offers the consumer with credit on his/her account to be used on any future service requirements as provided for by Company Partners.

3.3 All refunds are subject to internal Anti-money laundering protocols.

3.4 All refunds may be subject to reasonable incidental costs (e.g., bank charges), which will be withheld from the refund amount.

3.5 Company Partners reserves the right to determine the value of such credit. In the event that any work was commenced in accordance with the applicable service, Company Partners further reserves the right to withhold an amount of between 25 - 50 % (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) of the total invoice from the value of such credit being provided.

3.6 You must ensure that you present your original tax invoice or other proof of purchase when returning services and/or goods. Furthermore, you might be required to complete a Refund Form to confirm Information in accordance with FICA and Anti-Money Laundering protocols.

3.7 Where the services and/or goods in question are not defective or where you do not have a statutory right to return goods, Company Partners may, in its sole and absolute discretion, elect to accept returns and replace the services and/or goods in question or refund the consumer. Where Company Partners does so, this is done so in good faith. It is not an admission of liability, nor should it be taken as an acknowledgement that the Company Partners will accept similar returns on the same basis in the future.

3.8 Company Partners is only bound to accept the return of services and/or goods when it is required to do so in terms of the relevant law, including in terms of the Consumer Protection Act 68 of 2008 as amended. In any other case,

3.9 Company Partners:

3.9.1 does so in its sole and absolute discretion in each instance; and

3.9.2 may, in its sole and absolute discretion, elect whether to replace the services and/or goods or refund the consumer.

3.10 Collection or acceptance of refunded/returned services and/or goods by Company Partners, even where the consumer believes it has a statutory right to return goods, does not constitute acceptance of liability by the Company Partners.

3.11 As per 3.2 above, Company Partners shall provide the Consumer with System Credit during the Refund Process (where applicable). Once 7 days has lapsed from the day (date of the options being offered) and the consumer has not intimated to Company Partners regarding their choice as set out. It will be reasonably accepted that the funds will be allocated in full as Credit for the use of any services on offer by Company Partners.

4. Returns for unsafe or defective goods

4.1.1 If within 6 months of the delivery of goods to you, you find that the goods are faulty, not commercially acceptable, or unsuitable for the purpose generally intended, you may contact us to arrange for the goods to be collected to ascertain if they are in fact unsafe and/or defective.

4.1.2 If:

4.1.2.1 the goods are unsafe and/or defective then, without paying a penalty fee and at the expense of Company Partners, you may request, at your choice, that the goods be repaired or replaced or that you be given a refund;

4.1.2.2 the goods are not found to be unsafe and/or defective then you will be liable for the costs associated with collecting and inspecting the goods.

4.2 Company Partners reserves the right to send the returned goods for technical assessment prior to repairing, replacing, or refunding them.

4.3 If you choose to repair the goods in question during the 6-month period contemplated above, such repairs will carry a further warranty of 3 months from the date of repair.

4.4 In the event of the goods being unsatisfactorily repaired or if any further failure or defect is discovered within 3 months from the date of repair, you will be entitled to request the Company Partners to either replace the goods or refund you the money paid for the goods.

4.5 In relation to the quality or durability of goods, please note that they will not be considered defective if:

4.5.1 the consumer has been expressly informed that the **goods** were offered in a specific condition; and

4.5.2 the consumer has expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition

4.6 Returns for goods and/or services purchased **because of** direct marketing

4.6.1 Company Partners will accept returns of services and/or goods purchased as a result of direct marketing by Company Partners, provided that you notify the Company Partners of your intention to return the services and/or goods within 5 business days after the services and/or goods were delivered to you and you return the services and/or goods, at your risk and expense, to us within 10 business days from the date on which the goods were delivered to you.

4.7 Company Partners will accept returns:

4.7.1 where you were not given a reasonable opportunity to examine or inspect goods and/or services prior to delivery and you reject the goods and/or services on the basis that they are not of the type or quality reasonably contemplated or do not conform with the agreed specifications in the case of custom-made or special-order goods;

4.7.2 where goods and/or services that you ordered have been mixed with goods and/or services that you did not order (and in this case you may return all of the goods or only those that differ from what you ordered);

4.7.3 where the goods and/or services ordered are not suitable for their intended specified purpose (provided that the specified purpose was communicated to us and we agreed to supply the goods and/or services on that basis); and

4.7.4 provided that in all cases the goods are returned to us within 10 business days after delivery.

4.8 In all instances relating to the return of goods and/or services, Company Partners may impose a reasonable charge of an amount of 25% - 50% (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) where:

4.8.1 the goods and/or services, are not in their original condition – i.e. damaged packaging, partially consumed and/or that are not in a saleable condition;

4.8.2 the goods and/or services, returned in boxes or packaging that have been re-marked, damaged or defaced in any way, including price stickers; or

4.8.3 documentation was received, or work started on a specific service;

4.8.4 the goods and/or services, have been depleted or consumed in excess of the amount reasonably necessary to determine that the goods were unacceptable.

4.9 Notwithstanding the provisions above, no returns will be accepted if:

4.9.1 the return is prohibited for public health reasons;  
4.9.2 where the consumer had a change of heart;  
4.9.3 the product and/or service was specifically created for the **consumer**;  
4.9.4 any other public regulation prohibits the return of the goods for whatever reason;  
4.9.5 the goods and/or services, have been altered contrary to Company Partners' or the manufacturer's instructions after leaving our control  
4.9.6 the goods and/or services, have been partially or entirely disassembled; or  
4.9.7 the goods and/or services, have been permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods  
Notwithstanding the above, kindly note that all refunds will be processed within 30 days from receiving the required documentation from the Client.

## 5 Registration and use of our Website(s) and/or User System

5.1 Only registered users may purchase services and/or goods on our Website(s) and/or User System.

5.2 To register as a user, you must provide a unique username and password and provide certain information and personal details to Company Partners. You will need to use your unique username and password to access our Website(s) and/or User System to purchase services and/or goods.

5.3 You agree and warrant that your username and password shall:

5.3.1 be used for personal and/or business use only; and

5.3.2 not be disclosed by you to any third party.

5.4 For security purposes you agree to enter the correct username and password whenever ordering services and/or goods, failing which you will be denied access.

5.5 You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorized or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions – your attention is drawn to the below.

5.6 You agree to notify Company Partners immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

5.7 By using our Website(s) and/or User System, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use our Website(s) and/or User System only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

5.8 You agree that you will not in any way use any device, software or another instrument to interfere or attempt to interfere with the proper working of our Website(s) and/or User System. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify our Website(s) and/or User System or the information contained herein, without the prior written consent from an authorized Company Partners representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Website(s) and/or User System).

5.9 You may not use our Website(s) and/or User System to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

5.10 You may not in any way display, publish, copy, print, post or otherwise use our Website(s) and/or User System and/or the information contained therein without the express prior written consent of an authorized Company Partners representative.

## 6 Conclusion of sales and availability of stock

6.1 Registered users may place orders for services and/or goods, which Company Partners or the Third-Party Seller may accept or reject. Whether or not Company Partners or the Third-Party Seller accepts an order depends on the availability of services and/or goods, correctness of the information relating to the services and/or goods (including without limitation the price) and receipt of payment or payment authorization by Company Partners for the services and/or goods.

6.2 NOTE: Company Partners or the Third-Party Seller will indicate the acceptance of your order by delivering the services and/or goods by electronic means to you or allowing you to collect them by electronic means, and only at that point will an agreement of sale between you and Company Partners or the Third-Party Seller come into effect (the "Sale"). This is regardless of any communication from Company Partners stating that your order or payment has been confirmed. Company Partners will indicate the rejection of your order (by Company Partners itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, crediting the amount to your profile or refunding you for any amount already paid, where applicable.

6.3 Prior to delivery or your collection of the services and/or goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the services and/or Goods, you may return the services and/or Goods only in accordance with the Returns Policy.

6.4 You acknowledge that stock of all services and/or goods on offer are limited and that pricing may change at any time without notice to you. In the case of services and/or goods for sale by Company Partners, Company Partners will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on our Website(s) and/or User System. However, we cannot guarantee the availability of stock. When services and/or goods are no longer available after you have placed an order, Company Partners will notify you and you will be entitled to a credit, or a refund of any amount already paid by you for such services and/or Goods.

6.5 In the case of services and/or Goods for sale by a Third-Party Seller, Company Partners relies on inventory information supplied by the relevant Third-Party Seller and Company Partners accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any services and/or Goods from a Third-Party Seller which are in fact sold-out, any resulting dispute should be resolved as set out in these Terms and Conditions.

6.6 Certain services and/or Goods may not be purchased for resale. Should we suspect that any such services and/or Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you. If you like to resell our services and/or products, feel free to contact us.

## 7 Shelf Companies

The Shelf Company Order Quotation is only valid for 1 week (5 working days) and we may need to supply you with a different Shelf Company option should you pay after the 1-week period has elapsed, as our Shelf Companies are subject to availability. New Directors/Members must be appointed and updated at the registrar of companies (CIPC) within 9 (NINE) months from the effective date of purchase. If no Directors/Members amendments have been made on the Shelf Company on or before the 9 Month limit, Company Partners will revoke the Shelf Company without compensation, update all necessary SARS and CIPC returns and resell to cover the costs incurred.

## 8 Payment

8.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

8.2 Whether the services and/or Goods are for sale by Company Partners or a Third-Party Seller, payment can be made for the via -

8.2.1 credit card: where payment is made by credit card, we may require additional information in order to authorize and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorization is obtained by us for the amounts. If we do not receive authorization your order for the Goods will be cancelled. You warrant that you are fully authorized to use the credit card supplied for purposes of paying the services and/or Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;

8.2.2 direct bank deposit or electronic funds transfer into one of our 4 bank accounts (FNB, ABSA, Standard Bank and Nedbank OR): if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Company Partners will not accept and/or proceed with your order if payment has not been received in good order;

8.2.3 Cash and Debit card payment: at any Money Market (at Shoprite stores) and the SA Post Office. To make payment in cash, the debit card presents the Barcode contained on your Invoice at the Money Markets at Shoprite, Checkers, U-save, House & Home, Checkers Hyper, OK Furniture, and the SA Post Office.

8.2.4 Instant EFT: is an awesome quick way for our clients to make EFT payment while logged in on their Company Partners profile. Furthermore, Instant EFT allows online shoppers with access to internet banking to make an Electronic Funds Transfer (EFT) that gets instantly verified.

8.2.5 Company Partners Vouchers;

8.2.6 Mobicredit. is a simple & convenient credit facility available to our clients, that allows you to safely shop online by concluding a credit agreement which is repaid **monthly** in accordance with Mobicred's terms and conditions. Kindly visit <https://www.mobicred.co.za/> for further details.

8.3 Please send proof of payment to: [payments@companypartners.co.za](mailto:payments@companypartners.co.za). Please include your payment reference on your proof of payment, as well as your Name, Surname and contact number. Once we have received your proof of payment, you will be notified via email & SMS.

8.4 You may contact your friendly and professional consultant to obtain a full record of your payment. We will also send you email communications about your order and payment.

## 9 Delivery of services and/or goods

9.1 Company Partners offers 2 (two) methods of delivery of services and/or Goods to you. You may elect delivery via:

9.1.1 Courier (subject to additional charges and nature of the service and/or goods); or

9.1.2 electronic data message (e.g., **electronic mail**).

9.2 Where it accepts your order, Company Partners or the Third-Party Seller will deliver the services and/or Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the services and/or Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the services and/or Goods. If you elect to cancel your order, we will reimburse you for the purchase price less any applicable costs incurred.

9.3 Company Partners' obligation to deliver a service and/or product to you is fulfilled when we deliver the said service and/or product to the physical or electronic address nominated by you for delivery of the order. Company Partners is not responsible for any loss or **unauthorized** use of a service and/or product after it has delivered the service and/or product to the physical and/or electronic address nominated by you.

## 10 Errors

10.1 The information contained on our website(s) and the services provided by any employee, subcontractor, agent and/or representative of Company Partners is presented “as is” and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. Company Partners reserves the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.

10.2 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website(s) and/or User System. However, should there be any errors of whatsoever nature on our Website(s) and/or User System (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

10.3 Company Partners shall not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

## 11 Gift Vouchers & Coupons

11.1 Company Partners may from time to time make physical or electronic gift vouchers and/or Coupons (“Vouchers”) available for use on the Website towards the purchase of Company Partners services and/or Goods. Vouchers only are redeemed while they are valid, and their expiry dates cannot be extended.

### 11.2 Gift Vouchers

11.2.1 Gift Vouchers that are purchased by registered users are valid for 3 years after Sale. Gift Vouchers that Company Partners gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.

11.2.2 Gift Vouchers cannot be used to purchase other Vouchers. They do not accrue interest and are not refundable for cash once purchased. If your Voucher value is insufficient for the order you wish to place, you may make up the difference by paying via one of our other payment methods.

11.2.3 Company Partners is not responsible for any harm due to the **loss, unauthorized use or** unauthorised distribution of a Voucher after it has delivered the Voucher to you, or the email address nominated by you.

### 11.3 Coupons

11.3.1 There are two types of Coupons; a Coupon with a fixed amount of a discount, (e.g., R50 off) and a Coupon with a percentage discount, (e.g., 15% off)

11.3.2 Coupons are issued in Company Partners’ **sole discretion, and** we are entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorized manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.

11.3.3 As a general rule, and unless specified otherwise on the specific Coupon itself:

11.3.3.1 each Coupon can only be used once;

11.3.3.2 only one Coupon can be used per order;

11.3.3.3 only one Coupon can be used on the Website per person per promotion/campaign;

11.3.3.4 Percentage Coupons may only be redeemed on purchases with a total cart value of less than the stipulated amount;

11.3.3.5 where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making the payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;

11.3.3.6 a Coupon must be used at check-out – it cannot be used later on existing orders; and



11.3.3.7 the value of the Coupon will be set off against the value of your order and the balance remaining, if any, will be payable by you.

11.3.4 Coupons cannot be used to purchases Vouchers and cannot be exchanged or refunded for cash or credit. Company Partners is not responsible for any harm due to the **loss, unauthorized use** or distribution of a Coupon.

11.3.5 You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Company Partners, before you are able to use a Coupon.

## 12 Promotions and discounted services and/or Goods

12.1 BY SIGNING UP AND REGISTERING TO MAKE USE OF OUR SERVICES AND/OR PRODUCTS, YOU ARE ALSO "OPTING-IN" TO RECEIVE ANY PROMOTIONAL MATERIAL, OUR NEWSLETTER AS WELL AS OUR GENERAL NEWSLETTER (YOU MAY OPT-OUT OF THESE NEWSLETTERS AT ANY TIME).

12.2 OPTING OUT OF THESE NEWSLETTERS AFTER PURCHASE WILL NOT AFFECT THE VALUE OF THE GOODS PURCHASED.

12.3 From time to time, we may offer certain promotional services and/or goods at discounted prices as part of a Promotion, or a Bundle Deal which are explained below (each a "Deal"). These will be subject to certain conditions (as set out in these Terms and/or the Website), which define the scope of the Deal. If you buy a product within the scope of a Deal, you will pay the discounted price for that product (the "Deal Price").

12.4 However, if you buy a product in a manner that falls outside of the scope of a Deal, then you will pay the then-current (non-Deal) selling price on our Website(s) and/or User System (the "Normal Price"), for each product that falls outside the scope of the Deal.

12.5 For example: if you buy more than one service and/or product in a promotion or Bundle deal, you will pay the Deal Price for the first service and/or product, but the Normal Price for all services and/or products thereafter. Alternatively, if you buy a service and/or product in combination with any other service and/or product that together do not constitute a Bundle Deal, you will pay the Normal Price for all such products falling outside the scope of the relevant Deal.

## 12.6 Bundle Deals

12.6.1 We may from time to time offer bundle deals for sale under on our Website(s) and/or User System. Each Bundle Deal will consist of two or more products that either we or you (as provided on our Website(s) and/or User System) have combined together in a single bundle.

12.6.2 Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component service and/or product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.

## 13 BEE Affidavits

By Submitting the BEE Service Online form, you agree that you have read through the BEE Scope Summary document and confirm that according to your Industry and past Financial Year Turnover, you only require an EME BEE Affidavit for your Company. Furthermore, you confirm that all provided information is true/ accurate and take full responsibility for the correctness thereof. Company Partners cannot be held liable for the false or incorrect information and confirmation provided.

## 14 Third-Party Sellers

14.1 Company Partners will indicate on relevant service and/or product pages and checkout pages when service and/or Goods are for sale by a Third-Party Seller. In such cases, Company Partners only provides the platform to facilitate transactions between Third Party Sellers and Company Partners customers. Company Partners is neither the buyer nor the seller of these Goods unless otherwise specified.

14.2 The Sale formed on acceptance of your order for service and/or Goods that are for sale by a Third-Party Seller is therefore solely between the registered user and such Third-Party Seller. Company Partners is not a party to that sale.

14.3 The Third-Party Seller is solely responsible for fulfilment of delivery of the service and/or Goods. The Third-Party Seller is also responsible to provide an invoice to the registered user if required.

14.4 Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on service and/or Goods sold and issue a tax invoice in respect thereof. If a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on service and/or Goods sold and will not be **able** to issue a tax invoice in respect thereof.

14.5 Because Company Partners wants the registered user to have a safe and consistent experience, Company Partners will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 ("ECT Act"), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Seller on behalf of the Third Party Seller according to Company Partners' own Returns Policy (**Refer to the above**). Should such claim escalate into being a dispute, although Company Partners is entitled to become **involved** to resolve it, Company Partners is not obliged to do so, and any disputes must be resolved between you and the relevant Third-Party Seller alone.

## 15 Privacy policy

15.1 We respect your privacy and will take reasonable measures to protect it in accordance with POPI.

15.2 All calls made to a Company Partners designated telephone numbers are recorded for security and quality reasons. The aforesaid remains subject to our Privacy and POPI policies.

15.3 Should you decide to register as a user on our Website(s) and/or User System, we may require you to provide us with personal information which includes but is not limited to -

15.3.1 Your full name and surname;

15.3.2 Company details;

15.3.3 your email address;

15.3.4 your physical address;

15.3.5 your mobile number; and

15.3.6 your Identification and/or Passport number, etc.

15.4 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

15.5 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

15.6 Subject to the below and your consent, the purpose of gathering/processing and storing your personal information is as follows:

15.6.1.1 Complete the requisite registration forms in relation to the services on offer;  
15.6.1.2 Complete searches on government databases to confirm and/or complete services on offer;  
15.6.1.3 To maintain a database of all client provided information to allow for access during service delivery and to meet our legal obligations with regards to information retention.  
15.6.1.4 in relation to the ordering, the sale and delivery of services and/or Goods;  
15.6.1.5 to contact you regarding current or new service and/or Goods or any other service and/or Goods offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication);  
15.6.1.6 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication);  
and  
15.6.1.7 to improve our service and/or Goods selection and your experience on our Website(s) and/or User System by, for example, monitoring your browsing habits or tracking your sales on our Website(s) and/or User System; or

15.6.2 disclose your personal information to any third party other than as set out below:

15.6.2.1 to our employees and/or third-party service providers who assist us to interact with you via our Website(s) and/or User System, email or any other method, for the ordering of service and/or Goods or when delivering service and/or Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

15.6.2.2 to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new service and/or Goods, new features, special offers or promotional items offered by them (if you have Opted In to receive such communication);

15.6.2.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

15.6.2.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, specialized services, technology services etc.). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

15.6.2.5 to our suppliers in order for them to liaise directly with you regarding any defective service and/or Goods you have purchased which requires their involvement; and

15.6.2.6 to any Third-Party Seller for purposes of sending you an invoice for any service and/or Goods purchased from such Third-Party Seller.

15.7 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, an order of the court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent online payment, Company Partners is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

15.8 We will ensure that all our employees, third-party service providers, divisions, affiliates, and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

15.9 Ratings and Reviews: When you provide a rating, testimonial or review of a service and/or Goods, you consent to us using the rating, testimonial or review as we deem fit, including without limitation on our Website(s) and/or User System, in newsletters or other marketing material. The details that will appear next to that rating or review is your First Name and Last Name, your Service /

Goods, and Date of rating / review / testimonial. If you do not agree to this, please inform us immediately or alternatively kindly do not put any ratings or reviews on our Website(s) and/or User System. Notwithstanding, we encourage all clients to submit their reviews and ratings regarding our services as without feedback we will not be able to meet the constant changing client needs. Kindly note, that we will not display any of your contact details, with a rating or review.

15.10 We will -

15.10.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

15.10.2 take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

15.10.3 provide you with access to your personal information to view and/or update personal details;

15.10.4 promptly notify you if we become aware of any unauthorized use, disclosure or processing of your personal information;

15.10.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

15.10.6 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

15.11 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

15.12 Company Partners undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

15.13 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorized or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is because of our gross negligence.

15.14 If you disclose your personal information to a third party, such as an entity which operates a website or service linked to our Website(s) and/or User System or anyone other than Company Partners, COMPANY PARTNERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

15.15 Please view our Website POPI Policy and PAIA Manual [here](#).

16 Changes to these Terms and Conditions

16.1 Company Partners may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, our Website(s) and/or User System.

16.2 Any such change will only apply to your use of our Website(s) and/or User System AFTER the change is displayed on our Website(s) and/or User System. If you use our Website(s) and/or User System after such amended Terms and Conditions have been displayed on our Website(s) and/or User System, you will be deemed to have read and accepted such changes.

17 Electronic communications

17.1 When you visit our Website(s) and/or User System or send emails to us, you will be requested to provide consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

17.2 Consent can be revoked at any time by providing us with written notice, further.

17.3 The “unsubscribe” feature on our communication can be utilized.

## 18 Ownership and copyright

18.1 The contents of our Website(s) and/or User System, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in our Website(s) and/or User System (“Website Content”) are protected by law, including but not limited to copyright and trademark law. our Website(s) and/or User System Content is the property of Company Partners, its advertisers and/or sponsors and/or is licensed to Company Partners.

18.2 You will not acquire any right, title or interest in or to our Website(s) and/or User System or our Website(s) and/or User System Content.

18.3 Any use, distribution or reproduction of our Website(s) and/or User System Content is prohibited unless expressly **authorized in** terms of these Terms and Conditions or otherwise provided for in law.

18.4 Where any of our Website(s) and/or User System Content has been licensed to Company Partners or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 19 Disclaimer

19.1 The use of our Website(s) and/or User System is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of our Website(s) and/or User System or reliance on any information on our Website(s) and/or User System.

19.2 Whilst Company Partners takes reasonable measures to ensure that the content of our Website(s) and/or User System is accurate and complete, Company Partners makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of our Website(s) and/or User System or as to the accuracy, completeness or reliability of any information on our Website(s) and/or User System. If any such representations or warranties are made by Company Partners’ representatives, Company Partners shall not be bound thereby.

19.3 Company Partners rejects liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of our Website(s) and/or User System and/or any content therein unless otherwise provided by law.

19.4 Any views or statements made or expressed on our Website(s) and/or User System are not necessarily the views of Company Partners, its directors, employees and/or agents.

19.5 The views, opinions, discussions, recommendations, comments, teachings, findings, advice, criticism and/or any actions taken relating to the purchase, transfer of any of the above related services and/or products are those of Company Partners only and do not reflect nor do they represent that any official legislation, regulations, policies, or positions are fully complied with.

19.6 Although Company Partners, its employee, subcontractors, agent and/or representatives always strive to provide information on the background, procedures, advantages, and the responsibilities of the various parties involved relating to this service, we do not warrant the

accuracy, effectiveness, and regulatory compliance of any service and/or product provided by Company Partners has provided, is in the process of providing or will provide in the future.

19.7 In addition to the disclaimers contained elsewhere in these Terms and Conditions, Company Partners also makes no warranty or representation, whether express or implied, that the information or files available on our Website(s) and/or User System are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Company Partners, its employees, agents or **authorized representatives**. Company Partners thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of our Website(s) and/or User System.

## 20 Linking to third party websites

20.1 Our Website(s) and/or User System may contain links or references to other websites ("Third Party Websites") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Company Partners is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.

20.2 Notwithstanding the fact that our Website(s) and/or User System may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained therein.

## 21 Limitation of liability

21.1 Company Partners cannot be held liable for any inaccurate information published on our Website(s) and/or User System and/or any incorrect prices displayed on our Website(s) and/or User System, save where such liability arises from the gross negligence or wilful misconduct of Company Partners, its employees, agents or authorized representatives. You are encouraged to contact us to report any possible malfunctions or errors.

21.2 COMPANY PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, OUR WEBSITE(S) AND/OR USER SYSTEM OR THE CONTENT CONTAINED IN OUR WEBSITE(S) AND/OR USER SYSTEM; OR YOUR INABILITY TO USE OUR WEBSITE(S) AND/OR USER SYSTEM, AND/OR UNLAWFUL ACTIVITY ON OUR WEBSITE(S) AND/OR USER SYSTEM AND/OR ANY LINKED THIRD PARTY WEBSITE.

21.3 YOU HEREBY INDEMNIFY COMPANY PARTNERS AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF OUR WEBSITE(S) AND/OR USER SYSTEM AND/OR ANY LINKED THIRD-PARTY WEBSITE.

21.4 YOU HEREBY INDEMNIFY COMPANY PARTNERS AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF CONSULTATIONS OFFERED BY COMPANY PARTNERS BEING IT TELEPHONIC, FACE TO FACE OR PER ELECTRONIC COMMUNICATION.

## 22 Availability and termination

22.1 We will use reasonable endeavours to maintain the availability of our Website(s) and/or User System, except during scheduled maintenance periods, and are entitled to discontinue providing our Website(s) and/or User System or any part thereof with or without notice to you.

22.2 Company Partners may in its sole discretion terminate, suspend and modify our Website(s) and/or User System, with or without notice to you. You agree that Company Partners will not be liable to you in the event that it chooses to suspend, modify or terminate our Website(s) and/or User System other than for processing any orders made by you prior to such time, to the extent possible.

22.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods and/or Services, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to our Website(s) and/or User System without any prejudice to any claims for damages or otherwise that we may have against you.

22.4 Company Partners is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing our Website(s) and/or User System and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Company Partners to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to our Website(s) and/or User System), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Company Partners, in whole or in part, on notice to you. Company Partners shall only be liable to refund monies already paid by you (see Company Partners' Returns Policy in this regard) and accepts no other legal liability which may arise due to such blacklisting and/or refusal to process any order.

22.5 At any time, you can choose to stop using our Website(s) and/or User System, with notice to Company Partners.

## 23 Governing law and jurisdiction

23.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of our Website(s) and/or User System will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

23.2 IN THE EVENT OF ANY DISPUTE ARISING BETWEEN YOU AND COMPANY PARTNERS, BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE HIGH COURT OF THE REPUBLIC OF SOUTH AFRICA (WESTERN CAPE DIVISION, CAPE TOWN) NOTWITHSTANDING THAT THE QUANTUM IN THE ACTION OR PROCEEDINGS MAY OTHERWISE FALL BELOW THE MONETARY JURISDICTION OF THAT COURT.

23.3 Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction.

## 24 Notices

24.1 Company Partners hereby selects Suite 102, III Edward Street, 70 Edward Street, Bo Oakdale, Cape Town, 7530, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Company Partners may change this address from time to time by updating these Terms and Conditions.

24.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Company Partners not less than 7 days' notice in writing.

24.3 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -

24.3.1 by hand will be deemed to have been received on the date of delivery;

24.3.2 by prepaid registered post, will be deemed to have been received when we sign acknowledge of such registered delivery notice.

24.3.3 by email will be deemed to have been on the date indicated in the "Read Receipt" notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION to serve as proof that an email has been received.

## 25 Information

25.1 For the purposes of the ECT Act, Company Partners' information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on our Website(s) and/or User System:

25.1.1 Full name: Company Partners (Pty) Ltd, a private company registered in South Africa with registration number 2015/082857/07.

25.1.2 Main business: Online compliance services

25.1.3 The physical address for receipt of legal service (also postal and street address): Suite 102, 111 Edward Street, 70 Edward Street, Bo Oakdale, Cape Town, 7530 (marked attention Managing Director)

25.1.4 Office bearers: Ilana Steyn

25.1.5 Phone number: 080 000 7269

25.1.6 Email address: [md@companypartners.co.za](mailto:md@companypartners.co.za)

25.1.7 PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from our website.

## 26 General

26.1 Company Partners may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of our Website(s) and/or User System or the user's right to use our Website(s) and/or User System or any of its contents subject to us processing any orders then already made by you.

26.1.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

26.1.2 Any failure on the part of you or Company Partners to enforce any right in terms hereof shall not constitute a waiver of that right.

26.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

26.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

26.1.5 No indulgence, extension of time, relaxation or latitude which any party may show grant or allow to the other shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

26.1.6 These Terms and Conditions contain the whole agreement between **you** and Company Partners, and no other warranty or undertaking is valid unless contained in this document between the parties.

26.1.7 In the event that you need to contact Company Partners for purposes related to these Terms and Conditions, please use the following: Email: [info@companypartners.co.za](mailto:info@companypartners.co.za)



## 27 Offshore Services

27.1 Company Partners offers clients with services outside the jurisdiction of South Africa through agreements with specialized Third parties. The Client will be subject to the aforementioned Third Parties terms and conditions.

27.2 Clients making use of the service of the above Offshore Third Parties agree to the following:

27.2.1 Company Partners does not condone or promote any form of tax evasion through the means of establishing an offshore companies and/or legal structure.

27.2.2 Company Partners shall not be held liable for any tax liability which is established by making use of an offshore legal structure.

27.2.3 Company Partners shall not be held liable for any legal liability which is established by making use of an offshore legal structure.

27.2.4 Company Partners does not promote itself as an expert on Offshore legal structures and tax avoidance.

## 28 POPI (Protection of Personal Information Act) Services

28.1 Company Partners offers clients with services relating to POPI compliance through agreements with specialized Third parties. The Client will be subject to the aforementioned Third Parties terms and conditions.

28.2 Clients making use of the service of the above POPI Related services agree to the following:

28.2.1 POPI Compliance is continuous and must be promoted at all times;

28.2.2 Upon the completion of the service (POPI Certificate of Compliance) the Client will be approved as POPI compliant at the date of the Certificate and shall not hold Company Partners, nor its third party, liable for any non-compliance after the date of the Certificate due to any change within the organization or company rendering the Company non-compliant.

28.2.3 The Clients non-compliance relating to an aspect, policy or procedure not implemented by Company Partners or its Third Party, shall be rectified at an additional rate;

28.2.4 Company Partners or its Third Party shall not be held responsible for any non-compliance due to another party's implementation and/or similar amendments to any POPI policy and/or procedure;

28.2.5 Company Partners shall not be held liable for any legal liability which is established by making use of any POPI Compliance Service.

28.2.6 Company Partners does not promote itself as an expert on POPI Compliance and refers the service to legally qualified and specialized Third Party.

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