

If you continue to browse and use this website you agree to comply with and be bound by the following terms and conditions of use, which together with our privacy policy ABC Company Services relationship with you in relation to this website. The terms 'ABC Company Services', 'us' or 'we' refers to the owner of this website. The term 'you' and 'your' refers to the user, viewer or applicant of our website.

## **USE OF OUR WEBSITE IS SUBJECT TO THE FOLLOWING TERMS**

ABC Company Services Proprietary Limited is a private entity. We ARE NOT affiliated with The DTI, The South African Revenue Services (SARS), The Companies and Intellectual Property Commission (Cipc) or any government department. Our services includes: company name reservations, registration of new companies, amendment of existing close corporations, lodgment of annual returns, registrations of trade marks, etc with the Companies and Intellectual Property Registrations Office (Cipc) and applications for tax clearance certificates with the South African Revenue Services and issue of BEE EME Certificates for SME's.

ABC Company Services makes no warranty as to when, or if, any given company registration, tax clearance application, tax registration, PAYE, SDL and UIF registration, WCA registration, VAT registration or any other registration application you apply for on our website will be finalized or successful and we shall have no liability in this regard.

Any errors found will be corrected as soon as possible. However errors in any application submitted to us will be accepted and considered true and correct by the applicant. It is therefore the applicant, incorporators, members and/or directors responsibility to make sure the information and spelling is/are correct on all application forms.

All our services are rendered at a fee and payment of the applicable fee(s) for each application is due in advance. Such fee(s) is indicated on each application form on our website. Notification will also be send by email upon application submission. Where approval, confirmation and/or permission is required for us to proceed with such a services, we will require a signed confirmation form from the application. This signed confirmation form together with proof of payment and/or certified copies of ID's/passports and/or affidavits must be send to us in order for us to proceed with your application.

You understand that by using our website we act as your representative and/or agent in your name and place to finalize and process company registration and other documents on your behalf with 3rd parties. We may do enquiries we deem fit in order to render such a service you applied for, based on business and personal information supplied to us. Based on this information you provide to us we will send you periodic emails during your application period. We do not share any personal or business information with any person, business, entity or any other 3rd party, except for the government institution we deal with in order to process your application.

We will also communicate with you in response to your inquiries to your email address and cell number provided. This is to provide info for the services you request and keep you informed on the progress per your application. Afterwards, we will keep you informed about annual return due dates, tax and relevant matters related to your business we assisted you with. We will communicate with you by email or by telephone in accordance with your wishes. ABC Company Services does not operate, control or endorse any information, products or services on the Internet in any way. We reserve the right to modify this privacy statement at any time. If we make material changes to our privacy policy we will post those changes to this privacy statement.

Except for ABC Company Services identified information, products or services, all information, products and services offered through the site or on the internet generally are offered by third parties that are not affiliated with ABC Company Services. You understand that ABC Company Services cannot and does

not guarantee or warrant that files downloaded through the site will be free of infection or viruses, worms, trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data.

You assume total responsibility and risk for your use of the site and the internet. ABC Company Services provides the site and related information "as is" and does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service, any merchandise information or service provided through the service or on the internet generally, and ABC Company Services shall not be liable for any cost or damage arising either directly/indirectly from any such information and transaction.

It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the internet generally. It is also your responsibility to provide us the necessary documents we require within 90 days from application date.

### **LIMITATION OF LIABILITY**

ABC Company Services does not warrant that the service will be uninterrupted or error-free. In no event will ABC Company Services be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service, even if ABC Company Services or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service.

Indemnification you agree to indemnify, defend and hold harmless ABC Company Services and its shareholders, owners, accountants, officers, members, directors, employees, agents, licensors, suppliers and any third party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or any other person accessing the service.

### **CANCELLATION AND REFUND POLICY**

Due to the nature of our work and administration involved, once we have commenced with an application, we have a no refund policy and have no liability in this regard.

However, should you inform us immediately that you do not want to proceed with your application, we will do a refund. Any work and/or costs we have already incurred for processing the application or submission of the company names will be deducted from the amount refunded. No refunds will be given after 3 days from application date, if cancelled by the applicant.

If you do not provide us the necessary documents within 60 days from application date, we will accept the application as cancelled by you. No refund will be made and we shall have no liability in this regard.

ABC Company Services reserves the right to reject or cancel any application, based on incorrect information supplied or we suspect any form of suspicious activity. We also reserve the right to change any amount on our website without prior notification.

## **COMPANY REGISTRATION PROCESS AND COST**

### **COMPANY NAME RESERVATIONS PROCESS:**

The cost for a company name reservation is R 150 and the name will be valid and reserved for 6 months. During the period a company must be registered, else the name will lapse. The cost for a company registration is on our company registration application form. Any payment for a name reservation can be used as credit and be deducted towards the company registration cost.

As soon as we receive proof of payment, the proposed company names will be submitted as per the application received. If all company names are rejected by the Companies and Intellectual Properties Commission of South Africa, we will request new company names from you for resubmission. We will submit your company names (if declined) an additional fee of R 150 per submission will be payable.

Ownership will remain with the applicant who filed for the name reservation. This can be used to register a new company.

### **COMPANY INCORPORATION PROCESS:**

As soon as we receive payment confirmation, we will lodge your company names with the Companies and Intellectual Properties Commission. When the first available name has been reserved we will email you the directors appointment form for signing by the directors and incorporators.

This signed form together with certified copies of identity documents (not older than 2 months) must be sent to us.

All private companies will be incorporated using the short standard form for private companies (COR15.1A). The registration time for a company registration is dependent on the Companies Commission of South African workload and procedures.

## **COMPANY REGISTRATION AND OTHER CANCELLATIONS**

If we have not received the required documentation within 60 days from date of payment, we reserve the right to cancel an application without any refund.

It is therefore the applicant, incorporators, members and/or directors responsibility to ensure that the required documents are sent to us by registered post and to provide us with the tracking number. As soon as we receive the document, we will inform the applicant by email or SMS.

## **SUBMISSION OF ANNUAL RETURNS AND APPLICATION OF TAX CLEARANCE CERTIFICATES**

By applying for an annual return submission or tax clearance certificate you grant us permission to act as your representative, customer and/or agent and to submit such information to the Companies and Intellectual Properties Commission and/or South African Revenue Services (SARS) on your behalf. This service is rendered at a fee as per our website applications page. You confirm that all information supplied to us is true and correct in every aspect and to notify us immediately should there be any errors in your application so that these can be corrected as soon as possible.

You agree to indemnify, defend and hold harmless ABC Company Services, its auditors, accounting officers, members, directors, employees, agents, licensors, suppliers and any third party against incorrect, wrong and/or misleading information supplied and accept total responsibility for such information we submit on your behalf as per your application.

### **LINKS TO OUR WEBSITE**

You may create links to our website, but must be directed to the home page of ABC Company Services website.

### **GENERAL**

You understand that it will be your responsibility to update all information that have changed or are incorrectly captured by the Companies and Intellectual Properties Commission. If you want us to assist with this on your behalf, an additional fee, determined from time to time shall be payable. The content of the pages of this website is for your general information and use only and is subject to change at any time without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information, materials and application forms on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time this website may also include links to other websites. These links are provided for your convenience, but we do not signify that we endorse these websites.

We have no responsibility for the content of the linked website(s). Your use of this website and any dispute arising out of such use of the website is subject to the laws South Africa. You agree to the jurisdiction of Gauteng for any legal proceedings.