

TERMS AND CONDITIONS

CHAMPS GROUP WEBSITE AND USER SYSTEM TERMS AND CONDITIONS
EFFECTIVE 5 April 2024.

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

OUR WEBSITES INCLUDE BUT ARE NOT LIMITED TO: www.champsafrika.co.za

THE USE OF OUR WEBSITE / USER SYSTEM IS GOVERNED BY THE TERMS AND
CONDITIONS STIPULATED BELOW. BY USING ANY OF OUR WEBSITE 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 / 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 AND/OR USING OUR USER
SYSTEM.

This Agreement (“Terms”) sets out the terms and conditions that govern your use of Champs Firm(Pty) Ltd products and services (such as website services), as well as any other services and/or goods offered by Champs Firm. 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://champsafrika.co.za/>; and such other URLs that we may indicate from time to time (“Website(s)”), which are incorporated by reference into these Terms: Privacy 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”).

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://champsfirm.africa/>; related mobile-sites and software applications (the “Website”) and is owned and operated by Champs Firm(Pty) Ltd (“Champs Firm”, “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 / User System.

1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website and/or User System (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). By using our Website 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 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. Champs Group allows approved third-party service providers to list and sell their services on our Website 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 Champs Firm. This will be made clear in the relevant clause.

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

2.2.1. may limit the risk or liability of Champs Group or a third party; and/or 2.2.2. may create risk or liability for the user; and/or

2.2.3. may compel the user to indemnify Champs Group or a third party; and/or 2.2.4. serves as an acknowledgement, by the user, of a fact.

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

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

2.5. 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 Champs Firmin terms of the CPA.

2.6. Champs Group permits the use of our Website and/or User System subject to the Terms and Conditions. By using our Website 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. Registration and Use of our Website and/or User System

3.1 Only registered users may purchase services and/or goods on our Website and/or User System.

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

3.3 You agree and warrant that your username and password shall: 3.3.1 be used for personal and/or business use only; and

3.3.2 not be disclosed by you to any third party.

3.4 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.

3.5 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.

3.6 You agree to notify Champs Group 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.

3.7 By using our Website 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 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.

3.8 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 Champs Group 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).

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

3.10 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 Champs Group representative.

4. Conclusion of Sales and Availability of Stock

4.1 Registered users may place orders for services and/or goods, which Champs Group or the Third-Party Seller may accept or reject. Whether or not Champs Group 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 Champs Group for the services and/or goods.

4.2 NOTE: Champs Group 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 Champs Group or the Third-Party Seller come into effect (the "Sale"). This is regardless of any communication from Champs Group stating that your order or payment has been confirmed. Champs Group will indicate the rejection of your order (by Champs Group 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.

4.3 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.

4.4 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

Champs Firm, Champs Group 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, Champs Group will notify you and you will be entitled to credit or a refund of any amount already paid by you for such services and/or Goods.

4.5 In the case of services and/or Goods for sale by a Third-Party Seller, Champs Group relies on inventory information supplied by the relevant Third-Party Seller and Champs Group 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.

4.6 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.

5. 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, Champs Group will revoke the Shelf Company without compensation, update all necessary SARS and CIPC returns and resell to cover the costs incurred.

6. Payment

6.1 Whether the services and/or Goods are for sale by Champs Group or a Third-Party Seller, payment can be made via –

6.1.1 Direct Bank Deposit or Electronic Funds Transfer into our FNB Bank Account OR: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Champs Group will not accept and/or proceed with your order if payment has not been received in good order;

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

6.2 Please send proof of payment to: info@champsafrika.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 or SMS.

6.3 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.

7. Delivery of Services and/or Goods

7.1 Champs Group offers 2 (two) methods of delivery of services and/or Goods to you. You may elect delivery via:

7.1.1 Courier [subject to additional charges and nature of the service and/or goods]; or

7.1.2 Electronic data message [e.g. electronic mail].

7.2 Where it accepts your order, Champs Group 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.

7.3 Champs Firm’ 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. Champs Group 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.

8. Errors

8.1 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.

8.2 Champs Group shall not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

9. Promotions and Discounted Services and/or Goods

9.1 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”).

9.2 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.

9.3 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.

9.3.1 By purchasing any Deal, you are also automatically opting in for our newsletter as well as our general newsletter (you may opt-out of these newsletters at any time). Opting out of these newsletters after purchase will not affect the value of the Goods purchased.

9.4 Bundle Deals

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

9.4.2 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.

10. 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. Champs Group cannot be held liable for the false or incorrect information and confirmation provided.

11. Third-Party Sellers

11.1 Champs Group 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, Champs Group only provides the platform to facilitate transactions between Third Party Sellers and Champs Group customers. Champs Group is neither the buyer nor the seller of these Goods unless otherwise specified.

11.2 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. Champs Group is not a party to that sale.

11.3 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.

11.4 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 in a position to issue a tax invoice in respect thereof.

11.5 Because Champs Group wants the registered user to have a safe and consistent experience, Champs Group 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 Champs Firm’ own Returns Policy. Should such claim escalate into being a dispute, although Champs Group is entitled to become involved in an attempt to resolve it, Champs Group is not obliged to do so, and any disputes must be resolved between you and the relevant Third-Party Seller alone.

12. Privacy policy

12.1 We respect your privacy and will take reasonable measures to protect it.

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

12.2.1 your name and surname; 12.2.2 Company details;

12.2.3 your email address; 12.2.4 your physical address; 12.2.5 your gender;

12.2.6 your mobile number; and 12.2.7 your date of birth, etc.

12.3 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.

12.4 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.

12.5 Subject to the below, we will not, without your express consent:

12.5.1 use your personal information for any purpose other than as set out below: 12.5.1.1 in relation to the ordering, sale and delivery of services and/or Goods;

12.5.1.2 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 (unless you have opted out from receiving marketing material from us);

12.5.1.3 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and

12.5.1.4 to improve our service and/or Goods selection and your experience on our Website and/or User System by, for example, monitoring your browsing habits or tracking your sales on our Website and/or User System; or

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

12.5.2.1 to our employees and/or third-party service providers who assist us to interact with you via our Website 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;

12.5.2.2 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 (unless you have opted out from receiving marketing material from us);

12.5.2.3 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;

12.5.2.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, 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;

12.5.2.5 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

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

12.6 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 court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent online payment, Champs Group 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.

12.7 We will ensure that all of 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.

12.8 Ratings and Reviews: When you provide a rating or review of a service and/or Goods, you consent to us using that rating 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, as you would have provided upon registration. 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.

12.9 We will –

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

12.9.2 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;

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

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

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

12.9.6 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.

12.10 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.

12.11 Champs Group undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

12.12 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 as a result of our gross negligence.

12.13 If you disclose your personal information to a third party, such as an entity which operates a website or service linked to our Website and/or User System or anyone other than Champs Firm, CHAMPS GROUP 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.

13. Changes to these Terms and Conditions

13.1 Champs Group 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 and/or User System.

13.2 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 and/or User System. If you our Website and/or User System after such amended Terms and Conditions have been displayed on our Website and/or User System, you will be deemed to have read and accepted such changes.

14. Electronic Communications

14.1 When you visit our Website and/or User System or send emails to us, you consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

15. Ownership and Copyright

15.1 The contents of our Website 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 and/or User System (“Website Content”) are protected by law, including but not limited to copyright and trademark law. our Website and/or User System Content is the property of Champs Firm, its advertisers and/or sponsors and/or is licensed to Champs Firm.

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

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

15.4 Where any of our Website and/or User System Content has been licensed to Champs Group 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.

16. Disclaimer

16.1 The use of our Website 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 and/or User System or reliance on any information on our Website(s) and/or User System.

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

16.3 Champs Group disclaims 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 and/or User System and/or any content therein unless otherwise provided by law.

16.4 Any views or statements made or expressed on our Website and/or User System are not necessarily the views of Champs Firm, its directors, employees and/or agents.

16.5 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 Champs Group only and do not reflect nor do they represent that any official legislation, regulations, policies or positions are fully complied with.

16.6 Although Champs Firm, 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 Champs Group has provided, is in the process of providing or will provide in the future.

16.7 In addition to the disclaimers contained elsewhere in these Terms and Conditions, Champs Group also makes no warranty or representation, whether express or implied, that the information or files available on our Website 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 willful misconduct of Champs Firm, its employees, agents or authorized representatives. Champs Group 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.

17. Linking to Third Party Websites

17.1 Our Website 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 Champs Group is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

17.2 Notwithstanding the fact that our Website 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.

18. Limitation of Liability

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

18.2 CHAMPS GROUP 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 AND/OR USER SYSTEM OR THE CONTENT CONTAINED IN OUR WEBSITE AND/OR USER SYSTEM; OR YOUR INABILITY TO USE OUR WEBSITE AND/OR USER SYSTEM, AND/OR UNLAWFUL ACTIVITY ON OUR WEBSITE AND/OR USER SYSTEM AND/OR ANY LINKED THIRD-PARTY WEBSITE.

18.3 YOU HEREBY INDEMNIFY CHAMPS GROUP 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 AND/OR USER SYSTEM AND/OR ANY LINKED THIRD-PARTY WEBSITE.

18.4 YOU HEREBY INDEMNIFY CHAMPS GROUP 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 CHAMPS GROUP BEING IT TELEPHONIC, FACE TO FACE OR PER ELECTRONIC COMMUNICATION.

19. Availability and Termination

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

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

19.3 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 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 and/or User System without any prejudice to any claims for damages or otherwise that we may have against you.

19.4 Champs Group is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing our Website and/or User System and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Champs Group to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to our Website and/or User System), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Champs Firm, in whole or in part, on notice to you. Champs Group shall only be liable to refund monies already paid by you (see

Champs Firm' Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

19.5 At any time, you can choose to stop using our Website and/or User System, with notice to Champs Firm.

20. Governing Law and Jurisdiction

20.1 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.

20.2 In the event of any dispute arising between you and Champs Firm, you hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

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

21. Notices

21.1 Champs Group hereby selects 10 Loop Street, Corner Prestwich, 7580, Cape Town, South Africa, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Champs Group may change this address from time to time by updating these Terms and Conditions.

21.2 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 Champs Group not less than 7 days' notice in writing.

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

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

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

21.3.3 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.

22. Information

22.1 For the purposes of the ECT Act, Champs Firm' 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:

22.1.1 Full name: **Leadextra Group (Pty) Ltd**, a private company, registered in South Africa with registration number **2019/454913/07** trading, in this case as **Champs Firm**.

22.1.2 Main business: Online Compliance Services

22.1.3 The physical address for receipt of legal service (also postal and street address): 10 Loop Street, Corner Prestwich, 7580, Cape Town. (marked attention Managing Director)

22.1.4 Office bearers: Keith Vilani

22.1.5 Phone number: +27 21 879 3035

22.1.6 Email- address: keithvilani@champsafrika.co.za

23. General

23.1 Champs Group 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 and/or User System or the user's right to use our Website and/or User System or any of its contents subject to us processing any orders then already made by you.

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

23.1.2 Any failure on the part of you or Champs Group to enforce any right in terms hereof shall not constitute a waiver of that right.

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

23.1.4 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.

23.1.5 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.

23.1.6 These Terms and Conditions contain the whole agreement between you and Champs Firm, and no other warranty or undertaking is valid unless contained in this document between the parties.

23.1.7 In the event that you need to contact Champs Group for purposes related to these Terms and Conditions, please use the following: Email: info@champsafrika.co.za

24. Offshore Services

24.1 Champs Group 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.

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

24.2.1 Champs Group does not condone or promote any form of tax evasion through the means of establishing an offshore companies and/or legal structure.

24.2.2 Champs Group shall not be held liable for any tax liability which is established by making use of an offshore legal structure.

24.2.3 Champs Group shall not be held liable for any legal liability which is established by making use of an offshore legal structure.

24.2.4 Champs Group does not promote itself as an expert on Offshore legal structures and tax avoidance.

- END OF TERMS & CONDITIONS