



Website Disclaimer

Innovate Management Consultants

2026/04/09



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DISCLAIMER

Effective Date: 2026/04/09

Website Owner: Innovate Management Consultants (Pty) Ltd, registration number 2021/374903/07, a private company incorporated in the Republic of South Africa (“Company”, “we”, “us”, “our”).

1. Purpose of this Disclaimer

- 1.1 This Disclaimer governs your access to and use of this website and all pages, content, documents, downloads, forms, communications, tools, portals, media, and services made available through it (collectively, the “Website”).
- 1.2 By accessing or using the Website, you acknowledge that you have read, understood, and agreed to this Disclaimer. If you do not agree, you must discontinue use of the Website immediately.

2. Information Only; No Advice

- 2.1 The Website is provided for general informational, educational, promotional, and administrative purposes only.
- 2.2 Any information, commentary, opinion, insight, forecast, article, template, checklist, case study, presentation, report, communication, or downloadable material made available on the Website does **not** constitute legal advice, financial advice, tax advice, accounting advice, investment advice, regulatory advice, business rescue advice, employment advice, technical advice, or any other form of professional advice.
- 2.3 No content on the Website should be relied on as a substitute for independent professional advice tailored to your specific circumstances.
- 2.4 You remain solely responsible for obtaining your own independent professional, legal, financial, tax, technical, compliance, and commercial advice before acting or refraining from acting on the basis of any Website content.

3. No Client, Advisory, Fiduciary, Agency, or Professional Relationship

- 3.1 Your use of the Website, contacting us through the Website, or downloading content from the Website does not create any client, advisory, fiduciary, agency, partnership, employment, mandate, joint venture, representation, or professional relationship between you and the Company.
- 3.2 No engagement, retainer, mandate, service relationship, or legally binding obligation arises unless and until a separate written agreement is signed by an authorized representative of the Company.

4. Accuracy, Completeness, and Currency

- 4.1 While we may update the Website from time to time, we make no representation, warranty, undertaking, or guarantee that any content on the Website is accurate, complete, reliable, suitable, current, and lawful in every jurisdiction, uninterrupted, secure, or free from error.
- 4.2 Information may be incomplete, outdated, simplified, summarized, subject to interpretation, or no longer applicable at the time you access it.
- 4.3 We are under no obligation to update, correct, or supplement any Website content.

5. No Warranties

- 5.1 To the fullest extent permitted by applicable law, the Website and all content and services made available through it are provided on an “**as is**”, “**as available**”, and “**with all faults**” basis.
- 5.2 We disclaim all express, implied, and statutory warranties, including any implied warranties of accuracy, merchantability, fitness for a particular purpose, title, compatibility, availability, non-infringement, security, and freedom from viruses or other harmful code.

6. Third-Party Content and Links

- 6.1 The Website may contain links to third-party websites, platforms, software, payment providers, cloud services, social media pages, articles, tools, or resources.
- 6.2 Such links are provided for convenience only.
- 6.3 We do not control, endorse, verify, monitor, or assume responsibility for any third-party content, terms, privacy practices, products, services, representations, or security standards.
- 6.4 Your use of third-party platforms is entirely at your own risk and subject to the terms and policies of the relevant third party.

7. User Decisions and Assumption of Risk

- 7.1 Any reliance on the Website is entirely at your own risk.
- 7.2 You are solely responsible for evaluating the accuracy, usefulness, and suitability of Website content for your purposes.
- 7.3 You assume full responsibility for all actions, decisions, omissions, transactions, compliance steps, investments, contractual commitments, and business outcomes arising from or connected to your use of the Website.

8. Technical Risks

- 8.1 We do not warrant that the Website will always be available, uninterrupted, timely, secure, compatible with your systems, or free from bugs, defects, malware, or other harmful components.

- 8.2 You are responsible for implementing appropriate cyber-security, anti-virus, backup, and data protection measures on your own systems and devices.
- 8.3 We are not responsible for any damage to software, hardware, systems, data, records, or devices arising from access to or use of the Website.

9. Limitation of Liability

- 9.1 To the maximum extent permitted by law, the Company, its holding companies, subsidiaries, affiliates, directors, officers, employees, shareholders, consultants, contractors, service providers, agents, licensors, and representatives shall not be liable for any loss, damage, liability, cost, claim, expense, or penalty of any nature whatsoever, whether direct, indirect, special, incidental, consequential, punitive, exemplary, economic, or pure financial, including loss of profits, loss of revenue, loss of opportunity, loss of goodwill, loss of data, business interruption, procurement of substitute services, reputational harm, or wasted management time, arising from or in connection with:
 - 9.1.1 access to, use of, inability to use, or unavailability of the Website;
 - 9.1.2 reliance on any Website content;
 - 9.1.3 errors, omissions, inaccuracies, delays, or outdated information;
 - 9.1.4 transmissions over the internet;
 - 9.1.5 malware, denial of service, hacking, interception, corruption, or unauthorized access;
 - 9.1.6 any third-party website, platform, service, software, or content; or
 - 9.1.7 any act or omission by a user or third party.
- 9.2 Without limiting the generality of clause 9.1, any liability that cannot lawfully be excluded is limited, to the maximum extent permitted by law, to the lesser of:
 - 9.2.1 the amount actually paid by you to the Company specifically for the relevant Website-based service in the 3 months preceding the event giving rise to liability; or
 - 9.2.2 ZAR 1,000.

10 Indemnity

- 10.1 You indemnify, defend, and hold harmless the Company and its related persons from and against any and all claims, actions, proceedings, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees on the attorney-and-client scale, where legally permissible) arising from or connected with:
 - 10.1.1 your use of the Website;
 - 10.1.2 your breach of this Disclaimer or any other applicable terms;
 - 10.1.3 your violation of any law or third-party right; or
 - 10.1.4 any information, content, or material submitted, uploaded, or transmitted by you.

11 Intellectual Property Reservation

- 11.1 All intellectual property rights in and to the Website, including text, design, layout, branding, graphics, logos, reports, templates, downloads, source code, databases, and compilations, are reserved.
- 11.2 Nothing on the Website grants any license or right except for the limited right to view the Website for personal and lawful business use.

12 Confidentiality of Website Communications

- 12.1 Unless expressly agreed in writing, any communication sent through the Website is deemed non-confidential and non-privileged for purposes of unsolicited submissions.
- 12.2 You must not submit confidential, proprietary, regulated, export-controlled, highly sensitive, or special personal information through the Website unless specifically requested and protected by an appropriate written arrangement.

13 Geographic Scope

- 13.1 The Website is controlled from South Africa.
- 13.2 We make no representation that Website content is appropriate or lawful outside South Africa.
- 13.3 Users who access the Website from other jurisdictions do so on their own initiative and are responsible for local compliance.

14 Severability and Survival

- 14.1 If any provision of this Disclaimer is found to be unlawful, void, or unenforceable, that provision will be severed and the remaining provisions will remain in full force.
- 14.2 Clauses intended to survive termination or cessation of use will survive.

15 Changes

- 15.1 We may amend this Disclaimer at any time by publishing an updated version on the Website.
- 15.2 The latest version will apply from the date of publication.

16 Governing Law and Jurisdiction

- 16.1 This Disclaimer is governed by the laws of the Republic of South Africa. Subject to any mandatory law to the contrary, you consent to the exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg, or any other court chosen by the Company with jurisdiction.