



Website Usage Terms and Conditions



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TERMS AND CONDITIONS FOR USE

Effective Date: 2026/04/09

These Terms and Conditions for Use (“Terms”) govern access to and use of the Website operated by **Innovate Management Consultants (Pty) Ltd** (“Company”, “we”, “us”, “our”). These Terms incorporate the Disclaimer and Privacy Policy by reference. By accessing or using the Website, you agree to be bound by them.

1. Acceptance of Terms

- 1.1 By using the Website, you confirm that you have read, understood, and accepted these Terms.
- 1.2 If you do not agree, you must stop using the Website immediately.
- 1.3 If you use the Website on behalf of a juristic person, you warrant that you are authorized to bind that entity.

2. Eligibility and Capacity

You may use the Website only if you have the legal capacity to enter into binding obligations under applicable law.

3. Permitted Use

You may use the Website only for lawful purposes and in accordance with these Terms. You may view content, contact us, and make legitimate business enquiries.

4. Prohibited Conduct

You agree not to:

- 4.1 misuse the Website;
- 4.2 gain or attempt to gain unauthorized access to any system, account, server, database, or network;
- 4.3 introduce malware, malicious code, bots, scrapers, or harmful technology;
- 4.4 interfere with or disrupt the Website or related infrastructure;
- 4.5 use the Website for unlawful, misleading, defamatory, abusive, fraudulent, infringing, or anti-competitive purposes;
- 4.6 copy, reproduce, republish, frame, mirror, distribute, reverse engineer, decompile, disassemble, adapt, scrape, data-mine, or exploit Website content except as expressly permitted;
- 4.7 circumvent access controls or security features;
- 4.8 use the Website in a way that places an unreasonable load on our systems; or
- 4.9 upload or transmit any information you do not have the right to share.



5. User Information and Submissions

- 5.1 You warrant that all information you provide is true, accurate, current, complete, and not misleading.
- 5.2 You remain solely responsible for all information, files, instructions, messages, comments, and other material submitted by you.
- 5.3 We may remove, reject, ignore, or delete any submission without notice.

6. Intellectual Property

- 6.1 All rights, title, and interest in the Website and its content are owned by or licensed to the Company.
- 6.2 No right, title, license, or interest is granted except the limited, revocable, non-exclusive, non-transferable right to use the Website for lawful internal business purposes.
- 6.3 You may not use our trade names, logos, branding, or materials without prior written consent.

7. Service Nature

- 7.1 All services, content, and communications made available on or through the Website are advisory, informational, and administrative in nature unless expressly stated otherwise in a signed written agreement.
- 7.2 No outcome, result, commercial benefit, regulatory approval, funding success, investment return, or business improvement is guaranteed.
- 7.3 Independent verification is required before acting on any information provided.

8. No Reliance

The Website does not create any obligation on the Company to update information, provide support, accept instructions, conclude agreements, or make services available in any jurisdiction or at any specific time.

9. Availability and Changes

- 9.1 We may modify, suspend, withdraw, restrict, or discontinue any aspect of the Website at any time without notice.
- 9.2 We do not guarantee uninterrupted availability, data preservation, error correction, or compatibility.

10. Third-Party Services

The Website may integrate with or link to third-party systems. We are not responsible for their availability, performance, security, legality, terms, or privacy practices.

11. Limitation of Liability

- 11.1 To the maximum extent permitted by law, the Company and its related persons shall not be liable for any damages, losses, liabilities, claims, costs, or expenses of any kind arising from or related to:
- 11.1.1 use of or inability to use the Website;
 - 11.1.2 reliance on Website content or communications;
 - 11.1.3 Website downtime, error, delay, interruption, corruption, or security compromise;
 - 11.1.4 user content or third-party content;
 - 11.1.5 business decisions, lost opportunities, lost profits, or consequential losses; or
 - 11.1.6 any act or omission of a user or third party.
- 11.2 Any liability that cannot lawfully be excluded is limited to the minimum extent permitted by law and, where quantification is legally permissible, to the lesser of the fees paid by the user for the relevant service in the previous 3 months or ZAR 1,000.

12. User Responsibility

You are solely responsible for:

- 12.1 ensuring the accuracy and legality of information provided by you;
- 12.2 your own due diligence and independent verification;
- 12.3 compliance with all laws applicable to your business, sector, transactions, data, and conduct;
- 12.4 your own devices, systems, network security, and backups; and
- 12.5 any business, legal, financial, operational, or strategic decisions made by you.

13. Indemnification

You agree to indemnify and hold harmless the Company and its related persons against all claims, damages, liabilities, costs, and legal expenses arising from or related to your use of the Website, breach of these Terms, unlawful conduct, infringement of rights, or information submitted by you.

14. Reservation of Rights

We reserve all rights not expressly granted. No waiver, indulgence, relaxation, or extension of time by us shall constitute a waiver of any rights.

15. Suspension and Termination

We may, at our sole discretion and without notice, suspend, block, restrict, or terminate your access to the Website if we reasonably suspect breach, risk, misuse, unlawful activity, security threats, reputational harm, or operational necessity.

16. Privacy and Data Protection

Your use of the Website is also subject to our Privacy Policy. Where you provide personal information of another person, you warrant that you are authorized to do so and that you have provided any required notices.

17. Electronic Communications

You consent to receive communications from us electronically where lawful. Electronic communications, records, and notices satisfy any legal requirement that such communications be in writing, to the extent permitted by law.

18. Entire Agreement

These Terms, together with any incorporated policies and any additional written terms expressly accepted by us, constitute the entire agreement relating to Website use.

19. Severability

If any provision is found unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law.

20. Assignment

You may not cede, assign, transfer, delegate, or otherwise dispose of any rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations at any time.

21. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Subject to mandatory law, the user consents to the jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg, or any other competent court selected by the Company.

22. Updates to Terms

We may revise these Terms at any time by publishing updated Terms on the Website. Continued use after publication constitutes acceptance of the revised Terms.