

Incorporex (Pty) Ltd

REGISTRATION NUMBER: 2007/030891/07
("INCORPOREX")

Terms of Service

Version 1.1 (30 October 2008)

INCORPOREX EXPRESS BUSINESS REGISTRATION (PTY) LTD, Registration Number: 2007/030891/07 ("Incorporex") renders the services offered at www.incorporex.com ("the service(s)" or "site") subject to the following standard terms and condition of doing business. If you have any questions, please e-mail us at support@incorporex.com. By submitting an order through our service, you warrant that you have the required legal capacity to do so.

GENERAL CONDITIONS

An agreement is concluded with Incorporex (Pty) Ltd when we have notified our client in writing of the acceptance of an order. Submission of an order form constitutes a firm offer by our client to purchase items on the terms and conditions set out on the order form. Payment plus the order form confirms the order and the pricing.

Incorporex (Pty) Ltd reserves the right, without notice:

- to revise the purchase price of any item, in which case clients will be notified and will be given the opportunity to either pay the revised price or cancel their order.
- If any product or service is withdrawn from money tendered will be returned to our clients within 10 working days.
- Incorporex (Pty) Ltd reserves the right to change its presentation materials.

DELIVERY POLICY

Subject availability and to receipt of payment, requests will be processed within 14 to 21 days. Delivery will be by an internationally accepted and secure shipping company, delivery costs will be included in the price. All deliveries are from South Africa. If the delivery date is any other than 14-21 days the customer will be notified of the delivery date.

RETURN AND REFUNDS POLICY

The provision of products and services by Incorporex (Pty) Ltd is subject to availability. In cases of unavailability Incorporex (Pty) Ltd will wait list the client and notify them when the products can be shipped to them. Damaged goods may be returned to us for replacement at our cost.

Any ordered items, which for whatever reason have not been delivered to and/or in respect of which delivery has not been taken by the applicant within one hundred and eighty (180) days from the date of this order and/or which have been returned to Incorporex (Pty) Ltd as undelivered, shall remain the legal property of Incorporex (Pty) Ltd and it shall be entitled to deal with such items at its sole discretion.

The amount of money, which Incorporex (Pty) Ltd has received in respect of any order, shall be refunded to the applicant concerned as soon as the undelivered items have been returned to and received by Incorporex (Pty) Ltd. A refund in respect of any undelivered order, which has not been received or taken delivery of by the client within ninety (90) days after the date on which the refund was made, shall be forfeited in favour of Incorporex (Pty) Ltd, in which event the client concerned shall have no further claim of any nature against Incorporex (Pty) Ltd, its directors, employees and/or agents.

CUSTOMER PRIVACY POLICY

Incorporex (Pty) Ltd will take all reasonable steps to protect the personal information of clients. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569

PAYMENT OPTIONS ACCEPTED

Payment may be made via Visa, MasterCard, Diners or American Express credit cards or by bank transfer into the applicable bank account, the details of which will be provided on request.

CREDIT CARD ACQUIRING AND SECURITY

Credit card transactions will be acquired for Incorporex (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for First National Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

CUSTOMER DETAILS SEPARATE FROM CARD DETAILS

Customer details will be stored by Incorporex (Pty) Ltd separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

RESPONSIBILITY

Incorporex (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of products and services sold on this website, customer service and support, dispute resolution and delivery of products.

The legal ownership in respect of the items hereby ordered shall pass to the client when the relevant items have been physically delivered to the applicant and received by the applicant under the applicant's signature of the acknowledgement of receipt. Until such delivery and acknowledgement of receipt Incorporex (Pty) Ltd shall be and remain the legal owner of such order items.

COUNTRY OF DOMICILE

This website is governed by the laws of South Africa and Incorporex (Pty) Ltd chooses the address below as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

RISK OF PROFIT AND LOSS

The risk of profit and loss in respect of this order shall pass to the applicant when the ordered items have been physically delivered to the customer and received by the applicant's signature of acknowledgement of receipt.

The above mentioned conditions apply to each order submitted by our client and no amendment, concession or relaxation shall be permitted unless recorded in writing and signed on behalf of Incorporex (Pty) Ltd and the client.

VARIATION

Incorporex (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

We cause applications to be made in accordance with your instructions and then pursue them up to registration with the particular authority. Placing an order with our service therefore does not constitute a registration in itself, although this is the ultimate purpose of the service.

While we endeavour to have a fast, efficient service, our turnaround time is in most instances determined by that of the various registrars' we work with. We cannot accept responsibility for delays occasioned as a result of this.

The nature of the registration process dictates that **we cannot guarantee a successful registration.** For a number of reasons outside of our control, an application may fail.

If you proceed to place an order with us without first reviewing the information published on our site, you do so at your own risk. Any information published on our site is however not intended as legal advice.

In respect of trade mark services, we strongly advise that you conduct a registrability search prior to instructing us to file a trade mark application. This will give you the comfort that your mark is capable of registration in the view of the particular registrar.

You irrevocably authorise us to act on the instructions that are given to us electronically through our site by any person logged in with your username and password. Accordingly, you must please ensure the secrecy of your password.

We rely on the accuracy of various computerised records (such as the database operated by registrars) and do not accept liability for any deficiency in this regard.

We will only execute your order upon confirmation of payment.

Monthly services can be cancelled on one month's prior notice in writing (which includes e-mail).

If an application becomes subject to an objection or other complication, we will liaise with you regarding the proper course of action to be taken in the circumstances. Our fees are only in respect of registrations in the normal course (i.e. without objections or other complications). You may well need professional, legal advice should this occur, which is not included in the fee.

All the material (including the specific composition and concept thereof) available via the services are copyright protected in terms of applicable local and international copyright law. Copyright infringement is a criminal offence.

WE ARE ABLE TO OFFER OUR SERVICES AT THE RATES WE DO BECAUSE THE MAXIMUM LIABILITY OF INCORPOREX (PTY) LTD FOR ANY CLAIMS FROM WHATSOEVER CAUSE ARISING OUT OF THE SERVICES PROVIDED IN CONNECTION WITH THIS SITE, OR ANY OTHER SERVICE, SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID IN RESPECT OF ANY PARTICULAR ORDER. THIS LIABILITY SHALL BE AN AGGREGATE LIABILITY FOR ALL CLAIMS FROM WHATSOEVER SOURCE AND HOWEVER ARISING, WHETHER IN CONTRACT, DELICT OR OTHERWISE.

YOU INDEMNIFY US FROM ANY CLAIM AND/OR LIABILITY FROM ANY THIRD PARTY ARISING OUT OF YOUR INSTRUCTIONS AND/OR USE OF THE SERVICES.

REFUND POLICY

INCORPOREX (PTY) LTD OPERATE A 30 DAY RISK FREE REFUND POLICY.

IF YOU ARE NOT COMPLETELY SATISFIED WITH YOUR PURCHASE OR OUR SERVICE OFFERING, YOU HAVE THE RIGHT TO A FULL REFUND, NO QUESTIONS ASKED (EXCLUDING ANY STAMP DUTY FEES, REGISTRATION FEES AND / OR OVERAGES).

TO CLAIM YOUR REFUND, PLEASE CONTACT OUR CONTACT CENTRE WITHIN THE FIRST 30 DAYS OF YOUR PAYMENT.

REFUNDS WILL BE MADE WITHIN 30 DAYS OF RECEIPT OF YOUR REQUEST. WE ISSUE REFUNDS BY ELECTRONIC FUND TRANSFERS, USING NUPAY.

IF YOU HAVE NOT RECEIVED YOUR REFUND AFTER 30 DAYS, OR HAVE ANY OTHER REFUND RELATED ENQUIRY, PLEASE CONTACT OUR BILLING TEAM. YOU CAN CALL ON 083 913 8450 BETWEEN 9.00AM AND 5.00PM, MONDAY TO FRIDAY (CALLS CHARGED AT NORMAL CELLULAR RATES) OR YOU CAN EMAIL US AT ACCOUNTS@INCORPOREX.COM.

CONTACT DETAILS & DOMICILIUM:

All Saints Business Centre
All Saints Corner, (Upper Ground Floor)
Cnr. St. David's Place and Girton Road
PARKTOWN, 2193

INCORPOREX (PTY) LTD
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