



Terms of Use for Wind Up (Pty) Ltd

Company Information

- **Company Name:** Wind Up (Pty) Ltd
- **Registration Number:** 2016/074955/07
- **Website:** www.windup.co.za

Please read these Terms of Use carefully before using the Wind Up website ("the Website") or engaging in any services provided by Wind Up (Pty) Ltd ("Wind Up," "we," "us," or "our"). By accessing or using our Website and services, you agree to be bound by these terms. If you do not agree with these terms, please refrain from using the Website or our services.

1. Introduction

These Terms of Use govern your access to and use of www.windup.co.za, including any services, content, or functionality offered on or through the Website. By using the Website, you confirm that you are legally capable of entering into these Terms of Use and that you agree to comply with them.

2. Our Services

Wind Up (Pty) Ltd provides business liquidation and winding-up services. Through our Website, clients can learn about our services, request consultations, and access information about voluntary liquidation processes.

2.1 Service Limitations

Our services are rendered by attorneys and legal consultants and all applications drafted, legal advice, consultations, or any other interaction with any of our agents, are provided to you by legal experts, on an informal basis, without you formally appointing a "legal practitioner" as your legal representative.

2.2 Disclaimer

Wind Up strives to ensure the accuracy of information on our website; however, we do not guarantee that all information is up-to-date or free of errors. We shall not be liable for any damages arising from reliance on our Website's information.

3. Accessing Our Website

Access to certain sections of the Website may require the submission of personal information or the creation of an account. You are responsible for ensuring the security of

any account information, including your login credentials, and agree to notify us of any unauthorized access to your account.

4. Intellectual Property Rights

All content, trademarks, logos, images, text, and other intellectual property on www.windup.co.za are owned by Wind Up (Pty) Ltd or its licensors.

- **Restrictions:** You may not copy, modify, reproduce, or distribute any part of the Website without express permission from Wind Up.
- **Permitted Use:** You may use the Website for lawful purposes related to exploring or using our services.

5. Prohibited Conduct

When using our Website or services, you agree not to:

1. Use the Website in a manner that could disrupt, damage, or impair its functionality.
2. Post or transmit any unauthorized or harmful content, including viruses or malware.
3. Violate any applicable local, national, or international laws or regulations.

6. Privacy and Data Protection

Wind Up is committed to protecting your privacy. Please refer to our **Privacy Policy** for information on how we collect, use, and protect your personal data. By using our Website, you consent to the collection and use of your information as described in our Privacy Policy.

7. Disclaimer of Warranties

Wind Up provides the Website and its contents on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, express or implied, regarding the Website's accuracy, reliability, or availability.

- **No Guarantee:** We make no guarantee that the Website or any of its content will be error-free, virus-free, or secure.
- **Limitation of Liability:** Wind Up shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the Website or our services.

8. Limitation of Liability

In no event shall Wind Up (Pty) Ltd, its directors, employees, or agents, be liable for any damages arising out of or in connection with your use of the Website or our services. This limitation applies to all damages, including but not limited to, direct, indirect, incidental, consequential, and punitive damages, loss of data, loss of income or profit, and any other loss or damage.

9. Indemnification

You agree to indemnify, defend, and hold harmless Wind Up, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your use of the Website or violation of these Terms of Use.

10. Modification of Terms

Wind Up reserves the right to update or modify these Terms of Use at any time without prior notice. Any changes will be effective upon posting to the Website, and your continued use of the Website or our services after such changes will signify your acceptance of the revised terms.

11. Termination

We reserve the right to terminate or restrict your access to the Website and services, at our sole discretion, if you violate any terms herein or if we suspect misuse of our Website.

12. Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising out of or related to these terms or your use of the Website shall be resolved in the courts of South Africa.

13. Entire Agreement

These Terms of Use, along with our Privacy Policy, constitute the entire agreement between you and Wind Up (Pty) Ltd regarding the use of our Website and services. Any failure by Wind Up to enforce any provision of these terms does not constitute a waiver of that provision.

14. Contact Information

For questions or concerns regarding these Terms of Use or any aspect of our Website, please contact us at:

Wind Up (Pty) Ltd

Registration Number: 2016/074955/07

Email: support@windup.co.za

Website: www.windup.co.za

By using our website, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use.

Wind Up