

# TERMS AND CONDITIONS

## South Africa

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*Effective Date: 23 March 2026*

*Last Updated: 23 March 2026*

These South Africa-specific terms apply in addition to our Global Terms and Conditions. Where there is a conflict, this document takes priority for users and clients based in South Africa.

## 1. About This Document

This document sets out additional terms that apply to South African users and clients of PanEmerge Consulting (Pty) Ltd (Registration Number: 2025/542878/07 ).

PanEmerge operates under South African law, and these terms reflect the rights and protections available to you under that law.

## 2. Your Rights Under the Consumer Protection Act (CPA)

If you are a consumer as defined in the Consumer Protection Act 68 of 2008, you have certain rights that these terms do not limit or take away:

### 2.1 Fair and Honest Dealing

We will not use misleading, deceptive, or unfair practices in how we market or deliver our services. Our proposals, deliverables, and website content aim to reflect what we can actually do nothing more.

### 2.2 Clear Information

You have the right to receive information about our services in plain and understandable language. We write our terms, proposals, and reports to be read and understood not to obscure meaning behind legal jargon. If anything is unclear, ask us.

### 2.3 Fair Contract Terms

We will not include terms that are unreasonable, unjust, or that you would not reasonably expect in a consulting relationship.

## 2.4 Cooling-Off Period

Where applicable under the CPA (specifically for direct marketing transactions), you may have the right to cancel within five business days of concluding a transaction, without penalty. If you believe this applies to your situation, please contact us.

For consulting engagements initiated through our standard discovery and proposal process, the cancellation and termination terms in the Engagement Agreement apply.

## 2.5 Right to Complain

If you are unhappy with any aspect of our services, tell us first we want the chance to resolve it. If we cannot reach a resolution, you may escalate your complaint to the National Consumer Commission.

# 3. Electronic Communications and Transactions Act (ECTA)

In line with the Electronic Communications and Transactions Act 25 of 2002, we provide the following information:

**Full Name:** PanEmerge Consulting (Pty) Ltd

**Registration Number:** 2025/542878/07

**Physical Address:** 16 Sandstone Avenue, Zwartkop Ext. 8, Centurion, South Africa, 0157

**Email:** hello@panemergeconsulting.com

**Website:** www.panemergeconsulting.com

Under ECTA, you have the right to:

- Access and review the data we hold about you
- Choose not to receive unsolicited communications from us
- Cancel an electronic transaction within the cooling-off period described above, where applicable

## 4. Protection of Personal Information (POPIA)

We process personal information in line with the Protection of Personal Information Act 4 of 2013. Full details are in our Privacy Policy. Key points for South African clients:

- We only collect personal information necessary for the purpose at hand
- We tell you what we are collecting and why
- We store your information securely and only keep it for as long as needed
- You have the right to access, correct, or request deletion of your personal information

- You may lodge a complaint with the Information Regulator if you believe your rights have been violated

Given the nature of our work, we may process personal information about your employees, partners, or clients in the course of an engagement (for example, when mapping your partnership ecosystem). We handle this information with the same care and in line with the same POPIA obligations.

### **Information Regulator (South Africa)**

Website: [www.justice.gov.za/infoereg](http://www.justice.gov.za/infoereg)

Email: [enquiries@infoeregulator.org.za](mailto:enquiries@infoeregulator.org.za)

## **5. Broad-Based Black Economic Empowerment (B-BBEE)**

PanEmerge Consulting is a black woman-owned South African business. Our B-BBEE certificate and status are available on request.

If B-BBEE compliance is relevant to your procurement process, we are happy to provide the documentation you need.

## **6. Value-Added Tax (VAT)**

All fees are quoted exclusive of VAT at the prevailing rate (currently 15%) unless stated otherwise. VAT will be itemised on invoices where applicable.

PanEmerge VAT Registration Number: "Not yet registered" as below threshold.

## **7. Currency**

Unless agreed otherwise in writing, all fees for South African engagements are quoted and payable in South African Rand (ZAR).

For cross-border engagements involving South African and international parties, the billing currency will be specified in the Engagement Agreement.

## **8. Consulting-Specific Provisions**

### **8.1 Independence**

PanEmerge provides independent advisory services. Our recommendations are based on our professional assessment of your situation. We are not tied to any technology vendor, platform provider, or distribution partner, and our advice is not influenced by referral fees or commissions unless explicitly disclosed.

## **8.2 Regulatory Awareness**

Where our advisory work touches on regulated industries or government procurement, we operate within the applicable South African regulatory framework. We do not provide legal or tax advice, and we recommend that you seek independent professional guidance where needed.

## **8.3 Government and Public Sector Engagements**

For engagements involving government or public sector entities, additional requirements around procurement processes, disclosure, and compliance may apply. These will be addressed in the relevant Engagement Agreement.

# **9. Dispute Resolution**

We prefer to sort things out through conversation first. If that does not resolve matters, the following process applies:

1. The party raising the dispute must notify the other in writing
2. Both parties will attempt to resolve the matter through good-faith negotiation within 20 business days
3. If negotiation does not work, either party may refer the dispute to mediation
4. If mediation is unsuccessful, the dispute may be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), or to the relevant South African court

Nothing in this clause prevents either party from approaching a court for urgent interim relief.

# **10. Governing Law and Jurisdiction**

These terms are governed by the laws of the Republic of South Africa. The courts of the Republic of South Africa have jurisdiction over any disputes arising from these terms.

# **11. Contact Us**

For questions about these South Africa-specific terms:

**PanEmerge Consulting (Pty) Ltd**

Email: [hello@panemergeconsulting.com](mailto:hello@panemergeconsulting.com)

Physical Address: 16 Sandstone Avenue, Zwartkop Ext. 8, Centurion, South Africa, 0157

Website: [www.panemergeconsulting.com](http://www.panemergeconsulting.com)