

# A-TEAM HOLDINGS

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## BUSINESS POLICIES, TERMS & CONDITIONS AND LIABILITY PROTECTION DOCUMENT

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*Governing the Following Business Divisions:*

**Tutoring Academy | Mentorship Programme | Laptop Procurement & Referral Service**

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Version 1.0 | Effective Date: 2025

*Prepared by A-Team Holdings Legal & Compliance Division*

**CONFIDENTIAL — FOR CLIENT USE**

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## SECTION 1 — INTRODUCTION

### 1.1. About A-Team Holdings

A-Team Holdings (hereinafter referred to as "the Company", "we", "us" or "our") is a multi-service enterprise operating in the Republic of South Africa. The Company provides educational tutoring services, professional mentorship programmes, and laptop procurement and referral services to members of the public and registered clients.

### 1.2. Purpose of This Document

This document constitutes the legally binding policies, terms and conditions, and liability protection framework governing all interactions, transactions, and service engagements between A-Team Holdings and its clients, students, mentees, and any other party engaging with the Company's services (hereinafter collectively referred to as the "Client" or "you").

### 1.3. Binding Agreement

By engaging with any service provided by A-Team Holdings, accessing study materials, making payment, attending a session, or confirming an order, you acknowledge that you have read, understood, and unconditionally agreed to be bound by all terms, conditions, policies, and disclaimers contained in this document.

**IMPORTANT NOTICE: THIS DOCUMENT CONTAINS LEGALLY BINDING TERMS INCLUDING LIMITATION OF LIABILITY, NO-REFUND POLICIES, AND INDEMNIFICATION CLAUSES. PLEASE READ CAREFULLY BEFORE ENGAGING WITH ANY SERVICE.**

## SECTION 2 — DEFINITIONS

In this document, the following terms shall bear the meanings ascribed to them hereunder, unless the context clearly indicates otherwise:

- 2.1** "A-Team Holdings" or "the Company" refers to the business entity A-Team Holdings, its directors, employees, contractors, agents, and authorised representatives.
- 2.2** "Client" refers to any individual, student, parent, guardian, organisation, or entity that engages with any service offered by A-Team Holdings.
- 2.3** "Services" refers to all offerings by A-Team Holdings including but not limited to the Tutoring Academy, Mentorship Programme, and Laptop Procurement & Referral Service.
- 2.4** "Session" refers to any scheduled tutoring class, mentorship meeting, workshop, or online learning event hosted by A-Team Holdings.
- 2.5** "Vendor" or "Third-Party Vendor" refers to any independent seller, supplier, or business from whom A-Team Holdings sources laptop devices on behalf of clients.
- 2.6** "Laptop" or "Device" refers to any pre-owned, refurbished, or second-hand computing device sourced by A-Team Holdings through its procurement service.
- 2.7** "Procurement Service" refers to the laptop sourcing, coordination, and referral service provided by A-Team Holdings acting as an agent on behalf of the Client.
- 2.8** "Payment" means any monetary transaction, EFT transfer, cash payment, or digital payment made by or on behalf of a Client to A-Team Holdings.
- 2.9** "Materials" refers to study notes, recorded sessions, worksheets, digital content, and any other educational resources provided by A-Team Holdings.
- 2.10** "Service Delivery" means the making available of sessions, study materials, recorded content, procurement coordination, or mentorship access, regardless of whether the Client attended or utilised such services.

## **SECTION 3 — SERVICES OVERVIEW**

### **3.1 Tutoring Academy**

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The A-Team Holdings Tutoring Academy provides academic support, tutoring sessions, and supplementary education to students across various levels and subjects. Services include live and recorded tutoring sessions, access to premium study materials, worksheets, examination preparation, and digital learning resources. Sessions are hosted in-person, online, or via recorded format as agreed upon enrolment.

### **3.2 Mentorship Programme**

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The A-Team Holdings Mentorship Programme connects clients with experienced mentors to support personal development, career guidance, entrepreneurship, and life skills. The programme may include one-on-one sessions, group workshops, access to mentorship content, and resource sharing. Mentorship services are subject to the general terms and conditions outlined in this document.

### **3.3 Laptop Procurement & Referral Service**

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A-Team Holdings operates a laptop procurement and referral service wherein the Company acts solely as a procurement agent on behalf of the Client. A-Team Holdings does not own, manufacture, stock, test, refurbish, or warehouse laptop devices. All devices are sourced from independent third-party vendors. The Company's role is limited to identifying suitable devices, coordinating procurement, and facilitating delivery logistics where applicable.

## SECTION 4 — TUTORING ACADEMY POLICY

### 4.1. Enrolment and Commitment

Upon enrolment in the Tutoring Academy, the Client accepts the full terms of this policy. Enrolment constitutes a commitment to the agreed programme for the duration of the registered period. A-Team Holdings reserves the right to set, adjust, and communicate session schedules.

### 4.2. Session Hosting Policy

All scheduled sessions shall be hosted by A-Team Holdings on the designated date and time regardless of client attendance. The hosting of a session constitutes full service delivery, whether or not the Client is present. A-Team Holdings shall not be liable for any loss suffered by a Client arising from non-attendance.

### 4.3. No Refund Policy — Tutoring Fees

**ALL TUTORING FEES ARE STRICTLY NON-REFUNDABLE ONCE PAYMENT HAS BEEN MADE**

The following conditions apply without exception:

- Tutoring fees shall not be refunded under any circumstances once payment has been received.
- A Client who misses a session, whether due to personal illness, travel, technical difficulties, or any other reason, shall not be entitled to a refund or credit for the missed session.
- Cancellation of enrolment after payment has been made does not entitle the Client to any refund, whether partial or full.
- Dissatisfaction with a session's content or delivery does not constitute grounds for a refund once the session has been hosted.
- No exceptions to this policy shall be made except at the sole and absolute discretion of A-Team Holdings management.

### 4.4. Study Materials and Recorded Sessions

A-Team Holdings provides premium study materials and recorded session content to enrolled clients. Access to, or provision of, study materials and recordings constitutes service delivery irrespective of whether the Client makes use of such materials. Provision of study materials and recordings forms part of the agreed service and no refund shall be granted on the basis that such materials were not used.

### 4.5. Missed Sessions — Client Responsibility

It is the sole responsibility of the Client to attend all scheduled sessions. A-Team Holdings shall not be responsible for notifying Clients of sessions beyond agreed-upon communication channels. Repeated absences do not reduce the Client's payment obligations or entitle the Client to any form of compensation or make-up session, unless expressly agreed in writing by A-Team Holdings.

#### **4.6. No Cancellation After Payment**

Once payment for tutoring services has been received by A-Team Holdings, the service agreement is binding and no cancellation shall be accepted. The Client acknowledges that payment constitutes acceptance of all terms and that the service has been committed to be delivered.

## SECTION 5 — MENTORSHIP PROGRAMME POLICY

### 5.1. Nature of Mentorship Services

A-Team Holdings provides mentorship as a guidance and developmental service. The outcomes of mentorship are inherently personal and dependent on the engagement and effort of the Client. A-Team Holdings does not guarantee specific outcomes, career results, academic improvement, or business success as a result of participation in the Mentorship Programme.

### 5.2. Mentorship Sessions and Scheduling

Mentorship sessions shall be scheduled by mutual agreement between the Client and the assigned mentor. Where a Client fails to attend a scheduled session without providing 24 (twenty-four) hours prior written notice, the session shall be considered completed and forfeited. A-Team Holdings shall not be obligated to reschedule a forfeited session.

### 5.3. Non-Refundable Mentorship Fees

All fees paid for mentorship services are non-refundable once a session has been scheduled or programme access has been granted. Access to mentorship resources, content, or a mentor's time constitutes service delivery.

### 5.4. Code of Conduct in Mentorship

All Clients are required to engage with mentors in a professional and respectful manner. Harassment, abusive conduct, or any behaviour that undermines the integrity of the mentorship relationship may result in immediate termination of services without refund.

## SECTION 6 — LAPTOP PROCUREMENT POLICY

### 6.1. Role of A-Team Holdings — Procurement Agent

**A-TEAM HOLDINGS IS NOT A LAPTOP RETAILER. THE COMPANY ACTS SOLELY AS A PROCUREMENT AGENT ON BEHALF OF THE CLIENT.**

The Client acknowledges and agrees to the following:

- A-Team Holdings does not own any laptop devices at any time during the procurement process.
- A-Team Holdings acts as an intermediary, sourcing devices from independent third-party vendors on the Client's behalf.
- All third-party vendors are independent businesses operating outside the control of A-Team Holdings.
- A-Team Holdings has no ownership, financial interest, or governance over any third-party vendor.

### 6.2. Nature of Devices

All laptops and computing devices sourced through the procurement service are pre-owned or refurbished devices. By engaging with this service, the Client fully acknowledges and accepts that:

- Devices are not new and may show signs of prior use.
- Device condition varies and is determined by the third-party vendor.
- A-Team Holdings does not test, inspect, refurbish, repair, or certify any device prior to procurement.
- Product images and descriptions provided are sourced from vendors and serve as general catalogue references only.
- The Client accepts the device on the basis of the information provided and their own due diligence.

### 6.3. Catalogue Images and Descriptions

Any images, photographs, or descriptions of laptop devices provided by A-Team Holdings are for reference and illustrative purposes only. They may not represent the exact unit delivered. A-Team Holdings makes no representation that the physical device will match catalogue images in every respect. The Client is encouraged to request additional information prior to confirming purchase.

### 6.4. Client Confirmation Before Purchase

It is the Client's responsibility to:

- Request all relevant information about the device before confirming purchase.
- Ask all questions and raise all concerns before making payment.
- Confirm their understanding and acceptance of the device's pre-owned condition.
- Ensure the specifications meet their requirements before proceeding.

Once payment is made, the purchase is confirmed and binding. No refunds will be issued on the basis of information that was available prior to purchase or that the Client failed to request.

## SECTION 7 — PAYMENT POLICY

### 7.1. Nature of Payments to A-Team Holdings

Payments made to A-Team Holdings for the laptop procurement service are not payments for the purchase of a laptop device directly from A-Team Holdings. Such payments are compensation for the procurement services rendered, which include:

- Travel costs incurred in sourcing and collecting the device.
- Time and labour for identifying, communicating with, and coordinating with vendors.
- Administrative and coordination costs.
- Communication and logistics management.

### 7.2. Payment Terms — Tutoring and Mentorship

All fees for tutoring and mentorship services are due and payable in advance or as agreed in writing. Service access shall not be granted until payment has been received in full or as agreed. Payment constitutes the Client's acceptance of all applicable policies.

### 7.3. Payment Confirmation

It is the Client's responsibility to retain proof of payment and to ensure payment has been received and confirmed by A-Team Holdings before expecting service delivery. A-Team Holdings shall not be liable for delays caused by unconfirmed or failed payment transactions.

### 7.4. Non-Refundable Nature of Payments

**ALL PAYMENTS MADE TO A-TEAM HOLDINGS ARE NON-REFUNDABLE ONCE THE PURCHASE OR SERVICE COMMITMENT HAS BEEN MADE**

The Client acknowledges and agrees that:

- Payments for procurement services are non-refundable once A-Team Holdings has commenced procurement activities on the Client's behalf.
- Payments for tutoring are non-refundable once the payment has been received.
- Payments for mentorship are non-refundable once programme access or a session has been scheduled.
- No partial refunds shall be granted for any partially utilised service.

## SECTION 8 — REFUND POLICY

### 8.1. General No-Refund Policy

**A-TEAM HOLDINGS MAINTAINS A STRICT NO-REFUND POLICY ACROSS ALL SERVICES**

In recognition of the nature of the services provided, A-Team Holdings operates a firm no-refund policy. This policy has been communicated to the Client prior to engagement, and payment constitutes the Client's informed acceptance thereof.

### 8.2. No Refunds — Laptop Procurement

The following terms apply specifically to laptop procurement:

- No refunds shall be issued for any laptop purchase, regardless of the condition of the device upon receipt.
- No returns shall be accepted by A-Team Holdings as the Company does not own the device.
- A-Team Holdings cannot compel a third-party vendor to accept returns and accepts no responsibility for a vendor's refusal to do so.
- Travel and coordination costs incurred by A-Team Holdings in sourcing the device are non-recoverable and non-refundable.
- A Client's dissatisfaction with a device does not constitute grounds for a refund once the purchase has been made.

### 8.3. No Refunds — Tutoring

No refunds shall be issued for tutoring fees once payment has been made, regardless of whether the Client attended sessions, accessed study materials, or utilised any service component.

### 8.4. No Refunds — Mentorship

No refunds shall be issued for mentorship programme fees once payment has been made or once programme access has been granted.

### 8.5. Exceptional Circumstances

A-Team Holdings shall not be obligated to consider refunds in any circumstance. Any consideration of exceptional relief shall be at the sole, absolute, and unfettered discretion of A-Team Holdings management and shall not set a precedent for future cases.

## SECTION 9 — WARRANTY DISCLAIMER

### 9.1. No Warranty from A-Team Holdings

**A-TEAM HOLDINGS PROVIDES NO WARRANTY, EXPRESSED OR IMPLIED, ON ANY LAPTOP DEVICE OR SERVICE**

A-Team Holdings expressly disclaims any and all warranties in respect of laptop devices sourced through its procurement service, including but not limited to:

- Warranties of merchantability or fitness for a particular purpose.
- Warranties relating to device performance, functionality, battery life, or software compatibility.
- Warranties against defects, hardware failure, or physical damage.
- Any representation that the device will perform as described in vendor-supplied specifications.

### 9.2. Third-Party Vendor Warranty

Any warranty applicable to a procured device, if any, shall be the sole responsibility of the third-party vendor from whom the device was sourced. A-Team Holdings shall not be held liable for the fulfillment, validity, or enforcement of any warranty provided, or purported to be provided, by a third-party vendor. The Client is advised to enquire directly with the vendor regarding any applicable warranty prior to confirming purchase.

### 9.3. No Warranty — Educational Services

A-Team Holdings makes no guarantee that participation in its tutoring or mentorship services will result in improved academic performance, career advancement, or any specific outcome. The effectiveness of educational and mentorship services is dependent on the effort, engagement, and individual circumstances of the Client.

## SECTION 10 — LIABILITY DISCLAIMER

### 10.1. Buy at Your Own Risk

**ALL LAPTOP PURCHASES ARE MADE AT THE CLIENT'S OWN RISK. A-TEAM HOLDINGS ACCEPTS NO LIABILITY WHATSOEVER.**

By proceeding with a laptop purchase through A-Team Holdings, the Client explicitly and irrevocably acknowledges that:

- They are purchasing a pre-owned or refurbished device with full knowledge of its second-hand condition.
- They have been given the opportunity to enquire about the device prior to purchase.
- They accept full responsibility for their purchasing decision.
- They will not hold A-Team Holdings liable for any dissatisfaction, defect, or failure of the device.

### 10.2. Limitation of Liability — Specific Exclusions

A-Team Holdings shall not, under any circumstances, be held liable for any of the following:

- 10.2.1** Hardware defects, including faulty components, damaged ports, screen defects, or keyboard failures.
- 10.2.2** Software issues, including operating system failures, malware, viruses, or licensing problems.
- 10.2.3** Battery issues, including reduced battery capacity, failure to charge, or rapid discharge.
- 10.2.4** Cosmetic damage, including scratches, dents, discolouration, or physical blemishes.
- 10.2.5** Performance issues, including processing speed, storage limitations, or system crashes.
- 10.2.6** Issues arising from vendor misrepresentation, failure to deliver, or incorrect specifications provided by the vendor.
- 10.2.7** Delivery delays, logistical failures, or devices damaged in transit.
- 10.2.8** Any indirect, consequential, incidental, or special damages arising from the use or inability to use any procured device.

### 10.3. Maximum Liability Cap

Notwithstanding any other provision of this document, A-Team Holdings' total aggregate liability to the Client in connection with any service shall not exceed the amount of the procurement service fee actually paid by the Client to A-Team Holdings, excluding the cost of the device itself. This limitation applies to all causes of action whether in contract, delict, or otherwise.

### 10.4. Liability Disclaimer — Educational Services

A-Team Holdings shall not be held liable for:

- Any academic results or outcomes following participation in tutoring.
- Any personal, psychological, or career consequences arising from mentorship advice received.
- Technical difficulties experienced by the Client when accessing online sessions or materials.
- Loss of data or access to materials caused by third-party platforms used to deliver services.

## SECTION 11 — INDEMNIFICATION CLAUSE

### 11.1. Indemnification — General

To the fullest extent permitted by applicable South African law, the Client agrees to indemnify, defend, and hold harmless A-Team Holdings, its directors, officers, employees, agents, contractors, and authorised representatives (collectively the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses (including legal fees on an attorney-client scale) arising out of or in connection with:

- The Client's use of or reliance on any laptop device procured through A-Team Holdings.
- Any dispute between the Client and a third-party vendor arising from the condition, performance, or delivery of a laptop device.
- The Client's participation in any tutoring or mentorship service.
- The Client's breach of any term or condition contained in this document.
- Any misrepresentation made by the Client to A-Team Holdings.
- Any loss or damage caused to third parties as a result of the Client's actions in connection with services procured through A-Team Holdings.

### 11.2. Indemnification — Vendor Disputes

Where a Client has a dispute with a third-party vendor regarding a device procured through A-Team Holdings, such dispute shall be between the Client and the vendor exclusively. The Client expressly releases A-Team Holdings from any liability arising from such vendor disputes and indemnifies A-Team Holdings against any claim, legal action, or demand arising therefrom.

### 11.3. Survival of Indemnification

The indemnification obligations set out in this Section shall survive the termination or expiry of the Client's engagement with A-Team Holdings and shall remain in full force and effect.

## SECTION 12 — CODE OF CONDUCT

### 12.1. Client Conduct Standards

All Clients engaging with A-Team Holdings services are required to conduct themselves in a professional, respectful, and lawful manner at all times. The following conduct standards apply:

- Clients must treat all A-Team Holdings staff, tutors, mentors, and other clients with dignity and respect.
- Clients must not engage in abusive, threatening, or offensive communication whether verbal, written, or electronic.
- Clients must not record, reproduce, or distribute A-Team Holdings' proprietary content, materials, or sessions without prior written consent.
- Clients must not share login credentials, materials, or access links with unauthorised parties.
- Clients must provide accurate information when registering for services or confirming a device order.

### 12.2. Breach of Code of Conduct

Any breach of the Code of Conduct may result in the immediate suspension or termination of services without refund. A-Team Holdings reserves the right to take appropriate legal action in response to serious breaches, including but not limited to claims for damages, interdicts, or criminal reporting.

## **SECTION 13 — COMMUNICATION POLICY**

### **13.1. Client's Responsibility to Communicate**

It is the Client's responsibility to communicate all queries, concerns, and requests for information to A-Team Holdings before making payment or confirming a service or purchase. A-Team Holdings shall not be held responsible for any misunderstanding or dissatisfaction arising from a failure by the Client to seek clarification prior to payment.

### **13.2. Confirmation Before Purchase**

For laptop procurement, the Client is required to confirm all device specifications, price, condition, and other material details before payment is made. Once the Client has confirmed their intention to purchase and payment has been received, the transaction is binding and irrevocable.

### **13.3. Official Communication Channels**

All communications with A-Team Holdings must be conducted through official channels as notified to the Client. A-Team Holdings shall not be bound by any representations made outside of official communication channels, and no commitment or agreement made verbally shall override the written terms of this document.

## **SECTION 14 — SERVICE TERMINATION**

### **14.1. Right to Terminate**

A-Team Holdings reserves the absolute right to terminate, suspend, or deny services to any Client at its sole discretion, including for the following reasons:

- Breach of any term or condition contained in this document.
- Abusive, threatening, or disrespectful conduct towards A-Team Holdings staff or other clients.
- Non-payment or disputed payment.
- Fraudulent, misleading, or dishonest conduct.
- Any behaviour that, in A-Team Holdings' reasonable opinion, prejudices the Company's reputation or operations.

### **14.2. Effect of Termination**

Upon termination of services, the Client shall not be entitled to any refund of fees paid, except as required by applicable South African law. Access to all materials, platforms, and resources shall be withdrawn with immediate effect. Any outstanding amounts owed by the Client to A-Team Holdings shall remain payable in full.

### **14.3. No Liability for Termination**

A-Team Holdings shall not be liable to the Client for any loss, damage, or inconvenience arising from the lawful termination of services in accordance with this document.

## **SECTION 15 — DISPUTE RESOLUTION**

### **15.1. Good Faith Resolution**

In the event of any dispute arising out of or in connection with these terms, the parties agree to first attempt to resolve the dispute amicably through direct negotiation in good faith. The Client must submit a written notice of dispute to A-Team Holdings through official channels, specifying the nature of the dispute and the relief sought.

### **15.2. Mediation**

If the dispute is not resolved within 14 (fourteen) business days of the notice of dispute, either party may request that the matter be referred to mediation before an independent mediator agreed upon by both parties. The costs of mediation shall be shared equally unless otherwise agreed.

### **15.3. Arbitration**

If mediation fails to resolve the dispute, the matter shall be referred to binding arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA) or such other arbitration body as the parties may agree. The seat of arbitration shall be the Republic of South Africa and the proceedings shall be conducted in English.

### **15.4. Governing Law and Jurisdiction**

This document and all disputes arising therefrom shall be governed by and construed in accordance with the laws of the Republic of South Africa. For any matter not subject to arbitration, the parties hereby submit to the non-exclusive jurisdiction of the Magistrate's Court or High Court of South Africa, as jurisdiction dictates.

## **SECTION 16 — POLICY UPDATES**

### **16.1. Right to Amend**

A-Team Holdings reserves the right to update, amend, or replace any term, condition, policy, or disclaimer contained in this document at any time and without prior notice to the Client. Updated policies shall take effect immediately upon publication or communication through official channels.

### **16.2. Client's Responsibility to Review**

It is the Client's responsibility to review the current version of this document before each service engagement or transaction. Continued use of A-Team Holdings' services following any update constitutes acceptance of the updated terms. A-Team Holdings shall not be held liable for any loss suffered by a Client who fails to review updated terms.

### **16.3. Version Control**

This document is versioned and dated. Clients are advised to request the current version of this document before any transaction. The latest version of this document supersedes all prior versions.

## SECTION 17 — ACCEPTANCE OF TERMS

### 17.1. Deemed Acceptance

The Client is deemed to have read, understood, and unconditionally accepted all terms and conditions contained in this document upon the occurrence of any of the following acts:

- Making payment for any service or product offered by A-Team Holdings.
- Attending or accessing any tutoring session, mentorship session, or digital content.
- Confirming a laptop procurement order in writing or verbally.
- Submitting a registration or enrolment form.
- Engaging with A-Team Holdings in any manner that constitutes use of its services.

### 17.2. No Payment Without Acceptance

A-Team Holdings shall not accept payment from any Client unless that Client has had an opportunity to review these terms. By tendering payment, the Client represents and warrants that they have read and accepted these terms.

### 17.3. Entire Agreement

This document constitutes the entire agreement between A-Team Holdings and the Client with respect to the subject matter herein and supersedes all prior negotiations, representations, warranties, or agreements, whether oral or written. No variation of this agreement shall be effective unless made in writing and signed by an authorised representative of A-Team Holdings.

### 17.4. Severability

If any provision of this document is found to be unlawful, void, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the document, which shall continue in full force and effect.

## SECTION 18 — CONTACT INFORMATION

For all enquiries, disputes, or communications relating to this document or A-Team Holdings' services, please use the following official contact details:

### **A-Team Holdings**

**Business Name:** A-Team Holdings

**Country of Operation:** Republic of South Africa

**Official Communication:** Via official A-Team Holdings channels as communicated to the Client

All correspondence must reference the Client's name, service type, and date of transaction to ensure prompt handling.

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