



## OMNI AFRICA ACCOUNTING SERVICES CC – LEGAL NOTICE

### E-Mail:

#### **1. Recipient Notice:**

- 1.1. This email, including any attachments, is intended solely for the designated recipient and may contain privileged or confidential information. If you are not the intended recipient or employee/agent responsible for delivering it to the intended recipient; please be advised that reviewing, using, sharing, distributing, copying, or printing this email is strictly prohibited. If you received this email in error, kindly notify Omni Africa immediately and delete all copies of the message and attachments.

#### **2. Viruses:**

- 2.1. Recipients should scan this email for viruses. Omni Africa makes no representations as regards the absence of viruses in this E-Mail.

#### **3. Liability:**

- 3.1. Any views or opinions expressed in this E-Mail are those of the author and do not necessarily constitute the views of Omni Africa. This email does not constitute a binding agreement on behalf of Omni Africa, nor does it inherently reflect Omni Africa's positions.

#### **4. Payments & Cybercrime Warning:**

- 4.1. Cyber threats are constantly evolving, with criminals often intercepting emails to alter banking details and commit fraud. This form of fraud may also be perpetrated through letters and electronic or other correspondences that may appear to have emanated from us. Before making any payment to us, clients must ensure that the account into which payment will be made is a legitimate bank account of Omni Africa. Before depositing funds, always verify banking account information directly through secure channels—never rely solely on email notices. Please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of Omni Africa.
- 4.2. Omni Africa will never send you an email about a change of our banking details and/or information. This applies to letters received on the company letterhead. Any email, or other correspondence, mentioning a change of the banking details is false, fraudulent, and likely a scam. Kindly contact the us immediately should you receive an email requiring you to effect payment to different account details. We will not accept any responsibility or liability if you transfer monies into an incorrect bank account, or a bank account not belonging to the company, as a result of a fraudulent scam. For receiving payments, any change to your bank details must be confirmed with additional, verified documentation.

### Website:

#### **5. Terms Of Use:**

- 5.1. By using this website, you expressly agree to be bound by and to comply with, these and any additional or amended terms and conditions which Omni Africa may prescribe from time to time. We reserve the right to amend this website and these terms and conditions at any time. If you do not agree to all the terms and conditions, please refrain from using the site.

#### **6. Liability Disclaimer:**

- 6.1. The content on this website is for general informational purposes only and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. Use the content at your own risk; Omni Africa accepts no liability for reliance on the information provided.
- 6.2. Omni Africa has taken reasonable measures to ensure the integrity of this website and that the content is accurate and current, we make no guarantees regarding its completeness or suitability.
- 6.3. We do not warrant that the website; the information, content, tools, or materials included on the website; our servers; or any electronic communications sent by us are free from viruses, Trojans, bombs, time-locks, or any other data or code which can corrupt or affect the operation of your system.
- 6.4. Omni Africa will not be responsible for any: -
- 6.4.1. interrupted, delayed, or failed transmission, storage, or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our reasonable control,
  - 6.4.2. reliance on any of the information, content, tools, or materials that is obtained from the website,
  - 6.4.3. inaccurate, incomplete, or inadequate information obtained from the website; or
  - 6.4.4. links to other websites from our website. You acknowledge that we cannot control the content of, or the products offered on those websites.
- 6.5. Liability for damages arising from using or inability to use this website, whether direct or indirect, is expressly disclaimed.

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### 7. Indemnity:

- 7.1. You agree to indemnify Omni Africa, its directors, and employees against any claims or damages resulting from your use of this website or reliance on third-party content.

### General:

### 8. Agreements:

- 8.1. No agreement will be concluded by electronic communications, unless an authorised representative of OMNI has confirmed such an agreement by return email.

### 9. Violation And Waivers:

- 9.1. If you breach any of these terms and conditions or any other rights of Omni Africa, we reserve the right to pursue any and all legal and equitable remedies against you. If we should fail to enforce any right or provision in these terms and conditions, you agree that this failure does not constitute a waiver of such right or provision or any other rights or provisions in these terms and conditions.
- 9.2. If a court should find that one or more rights or provisions outlined in these terms and conditions are invalid, you agree that the remainder of the terms and conditions shall be enforceable.

### 10. Data Privacy:

- 10.1. We respect your privacy and will handle your personal information responsibly. We collect personal data to respond to your requests, provide services, ensure compliance with Namibian law and regulations, process applications, and communicate offers or updates.
- 10.2. Your information may be shared within Omni Africa for purposes like conflict checks and administrative tasks, but we do not share with third parties unless legally required or authorized.

### 11. Anti-Money Laundering & Counter-Terrorist Financing

- 11.1. In terms of anti-money laundering and counter-terrorist financing legislation, we are required to obtain formal evidence of your identity together with supporting documentation before we can act. We may also conduct checks using external electronic databases for this purpose.
- 11.2. We are obliged to report suspicions of money laundering activity to the relevant authorities. We will not be liable to you for the consequences of any such report made in good faith.

### 12. Copyright:

- 12.1. All content on this website, including databases, software and compilation, is owned by Omni Africa or its content suppliers and protected by local and international copyright laws.
- 12.2. You may view, copy, or print content for personal, non-commercial use. You are expressly prohibited from incorporating any of the material from this website in any other work, publication, or website of your own or of third parties.

### 13. Governing Law:

- 13.1. These terms and conditions shall be governed by, and construed by, the laws of the Republic of Namibia. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of Namibia in respect of any disputes arising in connection with this website.

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