

Website Terms and Conditions

Please read these terms carefully before using our website

These Terms and Conditions govern your use of Infinityspc.co.za

By accessing or using this website, you agree to be bound by these terms.

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Contents

1.	Introduction	3
2.	Disclaimer	3
3.	Indemnification	3
4.	Use of services	4
5.	Privacy policy	4
6.	Electronic communications	6
7.	Intellectual property rights	7
8.	Termination and variation	7
9.	General.....	7

1. Introduction

Terms and conditions of use of this Infinity Service Partner Company (Pty) Ltd (hereafter referred to as “**Infinity**”) are set out below.

Accessing any pages on this website implies that you agree to the following terms and conditions of use.

These terms and conditions contain provisions which appear in a similar text style to this clause in order to draw your attention to such clauses because they may limit the risk or liability of Infinity or a third party; and/or may create risk or liability for you; and/or may compel you to indemnify Infinity or a third party; and/or serve as an acknowledgement, by you, of a fact.

2. Disclaimer

- a. Whilst every effort has been made by Infinity and its suppliers of information, to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the binary data on this website, Infinity, its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content and/or information offered on this website (the “**Service/s**”).
- b. Infinity makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Services which are thus used at your own risk. In particular, Infinity makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.
- c. This site may contain hyper-links to third party sites. Infinity is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by Infinity of the site(s) or services provided therein. You access those sites and use their services solely at your own risk.

3. Indemnification

- a. To the full extent permitted by law, you indemnify and hold Infinity harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of these terms and conditions by you or arising

out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Infinity's gross negligence or intentional misconduct.

- b. Without affecting the generality of 3.a above, Infinity shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to its website, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond Infinity's control.

4. Use of services

- a. You may only use the Services for lawful purposes and you warrant that you shall not:
 - i. use the Services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;
 - ii. use the Services for the transmission of "junkmail", "spam", "chain letters", or unsolicited mass distribution of SMS;
 - iii. other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this site, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this site on your own server, or copy, adapt, modify or re-use the text or graphics from this site without prior written permission from Infinity

5. Privacy policy

- a. Infinity is committed to respecting the privacy of your personal data. To demonstrate its commitment, Infinity has created the Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of such private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

b. What types of information is Infinity collecting, and how do we do it? You will be able to explore the majority of the Services offered on this site without Infinity collecting any identifiable information from you. For the purpose of business communications, administration and transacting, Infinity may collect and/or use personal information, for example: your name, telephone number, e-mail, and current geographical location. This will enable Infinity to:

- Respond to queries or requests submitted by you;
- Create services that may meet your future requirements.
- Infinity will use, collect, store, process, transmit or otherwise handle private information only with the knowledge and consent of you, our customer.

c. The use of Cookies

Infinity may store some information (commonly known as a "cookie") on your computer when you visit our web site. This enables Infinity to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, Infinity may also use this data in aggregate form to develop customised services - tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the web site not to be accessible.

d. What about the security of my personal data?

Infinity has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information. We will update and refine these measures on an on-going basis. Please note that Infinity cannot be responsible for the privacy policies and practices of other sites you may access using links from this Service. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. Infinity therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

e. Will Infinity disclose any of my personal information?

Infinity does not distribute any of your personal information to third parties; unless it's required to deliver the services requested by you. Infinity will not sell your personal information to third parties unless you give us your specific permission to do so. In addition, Infinity may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.

f. Amendments to the Privacy Statement,

Infinity reserves the right to amend or modify the Privacy statement at any time in response to new privacy legislation.

g. Whilst your name and e-mail address which is supplied to us when registering for an enquiry will not automatically be made available to the recipient.

h. You agree that Infinity may, to the full extent permitted by law, receive or disclose your personal information to any of Infinity shareholders, related entities, suppliers, agents, professional advisors or any company for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008

6. Electronic communications

All electronic communications, including any attachments thereto that are transmitted to you by Infinity shall be on the following terms and conditions:

a. Before any purported agreement, that has been negotiated either wholly or partly by electronic means, shall be considered binding on Infinity, the following terms and conditions shall apply:

- i. An advanced electronic signature, (as defined in the Electronic Communications and Transactions Act 25 of 2002), of a duly authorized member of the Board of Directors of Infinity shall be required to be used and attached to any electronic communication containing any offer and/or acceptance by Infinity, as the case may be.
- ii. Where Infinity is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of Infinity, and upon such Director expressly and manually acknowledging receipt of such acceptance.

- i. Electronic communications shall be considered to have been sent by a Director as aforesaid only if:
 - i. the Director sent same personally; or
 - ii. same was sent by a person who had the required authority to act on behalf of the said Director.
 - iii. Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.
 - iv. Infinity is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.
 - v. Whilst Infinity does employ virus filtering, it provides no guarantees or warranties that the electronic communication is virus-free.

7. Intellectual property rights

You acknowledge that Infinity owns or is the licensor of the intellectual property rights in and to all Services contained herein, and that the unauthorised use thereof is expressly prohibited. The word or mark "Infinity", including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of Infinity.

8. Termination and variation

To the full extent permitted by law, we reserve the right to alter, restrict and/or terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, at which the Services are offered, at any time. Such changes will be posted on this site and will be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

9. General

- a. These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

- b. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- c. Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.
- d. These terms and conditions, as varied by us from time to time pursuant to clause 8, above constitute the sole agreement between you and Infinity