



TERMS OF USE FOR THE WEBSITE

TERMS OF USE

Introduction

Welcome to www.ifacts.co.za which is owned and operated by iFacts (Pty) Ltd. (“iFacts”, “we” or “us”). This page explains the terms by which the user (“you, your or yourself”) may use our website and service.

Acceptance of Terms

These terms and conditions become effective when you access the website and constitute a binding agreement between us and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this website.

The service is comprised of a free service accessible by all users and a paid service only accessible by registered users (“Subscriber”). By accessing or using the iFacts service, website, applications, or software provided in connection with the paid service (“Service”), you signify that you have read, understood, and agree to be bound by these Terms of Use, whether or not you are a Subscriber. If you do not agree with any provision contained in these Terms of Use, please do not use this website.

Use of the Website

By accessing the website, you warrant and represent that your use of the website is for lawful purposes and that you are over 18 years of age and can legally conclude a binding agreement with us. You further warrant that you will not contravene any South African or International laws by using the website, the Service, or any information provided to you by us through your use of the website.

Except as expressly authorised by these terms, you may not use, alter, copy, distribute, or transmit the content of this website.

Use of Information

iFacts conducts its business in accordance with South African legislation affecting its business. We value the privacy of your information and will protect your personal information in accordance with all relevant laws and regulations as set out in our Privacy Policy. This includes the Protection of Personal Information Act no 4 of 2013 (POPIA) and Regulations (2018).

By accepting these terms and conditions, you expressly acknowledge, agree, and consent to us and our suppliers using your confidential personal information (including but not limited to, names, addresses, identifying numbers, contact details, and credit card information) in order to provide the Service.



Amendment of Terms and Conditions

We reserve the right, in our sole discretion, to amend these terms and conditions at any time and without notice. Any such amendments will come into effect immediately and automatically. If we do this, we will post the amended terms and conditions on this page and indicate at the bottom of the page the date the terms and conditions were last revised. You agree to review these terms and conditions whenever you visit the website for any such amendments.

If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

Content of Users

There are certain areas of the Service that may allow Users to add questions, data, and other information ("User Content"). You are solely responsible for your User Content that you upload, display, or otherwise make available (hereinafter, "add") on the Service, and you agree that we are only a reporting service for the online sharing, distribution, and publication of your User Content. iFacts will not review or reference any such User Content as provided herein except as provided in the Subscriber Terms or in our Privacy Policy or as may be required by law. Except as provided in the Subscriber Terms, all User Content is owned by the User who adds it to the Service. iFacts does not have, nor does it claim, any ownership rights in any User Content.

You agree not to add any User Content that (a) contains any information or content that is not legally permitted; (b) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (c) contains any information or content that you know is not correct and accurate. You agree that any User Content that you add does not and will not violate any third-party rights of any kind.

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Without limiting the generality of the a foregoing, neither iFacts nor its directors shall be liable for any loss of business, loss of data and/or loss of profits, any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any service/s which are necessary to ensure the availability of the website.

You hereby indemnify iFacts and its directors against any loss, liability, damage (whether direct, indirect, or consequential), or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to the aforesaid.



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Indemnity

You agree to defend, indemnify and hold harmless iFacts, its officers, subsidiaries, affiliates, successors, assigns, directors, agents, service providers, suppliers, and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the website and/or the Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that the User Content caused damage to a third party. This defence and indemnification obligation will survive termination, modification, or expiration of this Terms of Use and your use of the Service and the website.

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External links may be provided for your convenience, but iFacts makes no representations whatsoever about any other website or its content. Use or reliance on any external links provided is at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third-party websites. We have no control over such third-party websites and will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third-party websites.

Crawlers and Spiders

No person, business, or website may use any technology to search and/or gain information from our website without our prior written permission.

Governing Law

This Agreement and all matters or disputes arising from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these terms and shall not affect the validity and enforceability of any remaining provisions.



Consumer Protection

Information Required Pursuant to section 43(1) of the Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”) is as follows:

| | |
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