



IMPACTFUL SPECIALIST SOLUTIONS TERMS OF USE



IMPACTFUL
SPECIALIST SOLUTIONS
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1. ABOUT

1.1 The IMPACTFUL SPECIALIST SOLUTIONS website can be accessed at www.impactful.co.za and is made available by IMPACTFUL SPECIALIST SOLUTIONS Proprietary Limited (“IMPACTFUL SPECIALIST SOLUTIONS”), Registration Number 2017/428462/07, a limited liability private company incorporated in the Republic of South Africa (“IMPACTFUL SPECIALIST SOLUTIONS”, “we”, “us” and “our”).

1.2 The terms and conditions set out in this document (“Terms and Conditions”) are binding and enforceable against every person (“you”, “your”) that accesses IMPACTFUL SPECIALIST SOLUTIONS website and/or submits information via the ‘Contact Us Form’.

1.3 These Terms and Conditions govern your use of the IMPACTFUL SPECIALIST SOLUTIONS website.

2. IMPORTANT NOTICE: TERMS AND CONDITIONS BINDING ON YOU

By making use of IMPACTFUL SPECIALIST SOLUTIONS website or any part thereof, you agree to the terms and conditions contained in this document.

These Terms and Conditions contain certain terms and conditions which:

- may limit the risk or liability of IMPACTFUL SPECIALIST SOLUTIONS or a third party;
- may create risk or liability for you or a third party;
- may compel you to indemnify IMPACTFUL SPECIALIST SOLUTIONS or a third party; and/or
- serves as an acknowledgement, by you or a third party, of a fact.

Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted by you. Nothing in these Terms and Conditions is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either you, a third party or IMPACTFUL SPECIALIST SOLUTIONS in terms of the Consumer Protection Act, 68 of 2008.

3. DEFINITIONS

3.1 In these Terms and Conditions, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them:

3.1.1 “Contact Us Form” means the online contact us form (including any information provided in such form);

3.1.2 “Intellectual Property” means any know-how (not in the public domain); invention (whether or not patented); design, trademark (whether or not registered), or any material in which copyright subsists (whether or not registered) and all other identical or similar intellectual property as may exist anywhere in the world;

3.1.3 “Website Content” means any information, consent, material, software, icons, text, graphics, photographic images, sound clips, advertisements, music, video clips, literary works, musical works, artistic works, sound recordings, computer programs, trade names, logos, designs, trademarks and service marks which are displayed on or incorporated on the IMPACTFUL SPECIALIST SOLUTIONS Website.

4. DISCLAIMERS AND LIMITATION OF LIABILITY

4.1 The use of IMPACTFUL SPECIALIST SOLUTIONS is entirely at your own risk and you assume full responsibility for any loss or damage resulting from use of IMPACTFUL SPECIALIST SOLUTIONS or reliance on any information on IMPACTFUL SPECIALIST SOLUTIONS, save where such loss or damage was caused by the gross negligence or wilful misconduct of IMPACTFUL SPECIALIST SOLUTIONS, its employees or its authorised representatives.

4.2 IMPACTFUL SPECIALIST SOLUTIONS disclaims all liability where any failure in the performance of IMPACTFUL SPECIALIST SOLUTIONS is due to circumstances beyond its control and in no way attributable to the gross negligence or wilful misconduct of IMPACTFUL SPECIALIST SOLUTIONS, its employees or authorised representatives.

4.3 Under no circumstances will IMPACTFUL SPECIALIST SOLUTIONS be liable for direct, indirect, consequential or incidental damages, save where such damages were caused by the gross negligence or wilful misconduct of IMPACTFUL SPECIALIST SOLUTIONS, its employees or authorised representatives. You acknowledge and accept that, due to the nature of IMPACTFUL SPECIALIST SOLUTIONS, it may not meet your subjective requirements or be entirely uninterrupted, complete, timely, secure or error free.

4.4 In addition to the disclaimers contained elsewhere in these Terms and Conditions, IMPACTFUL SPECIALIST SOLUTIONS also makes no warranty or representation, whether express or implied, that the information or files available from IMPACTFUL SPECIALIST SOLUTIONS or websites linked to IMPACTFUL SPECIALIST SOLUTIONS, are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security, functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of IMPACTFUL SPECIALIST SOLUTIONS, its employees or authorised representatives. IMPACTFUL SPECIALIST SOLUTIONS thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of IMPACTFUL SPECIALIST SOLUTIONS.

5. INDEMNITY

As a condition for your use of IMPACTFUL SPECIALIST SOLUTIONS you indemnify IMPACTFUL SPECIALIST SOLUTIONS from and against any liability, damage or loss that IMPACTFUL SPECIALIST SOLUTIONS incurs or suffers as a result of any action, inaction or omission on your part.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Website Content is the property of IMPACTFUL SPECIALIST SOLUTIONS. Unauthorised use is strictly prohibited.

6.2 All title, ownership rights and Intellectual Property rights in and to the Content, including but not limited to copyright, rests with IMPACTFUL SPECIALIST SOLUTIONS.

6.3 You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of IMPACTFUL SPECIALIST SOLUTIONS.

7. CHANGES AND AMENDMENTS

IMPACTFUL SPECIALIST SOLUTIONS reserves the right to amend these Terms and Conditions from time to time without notification to you. It will be your responsibility to ensure that you are familiar with any amendments. By continuing to access IMPACTFUL SPECIALIST SOLUTIONS website, you agree to be bound by the latest version of the Terms and Conditions, as published on www.impactful.co.za.

8. LINKS TO THIRD PARTY SITES

8.1 IMPACTFUL SPECIALIST SOLUTIONS may contain links to third party websites solely for the convenience of users and the inclusion of any third party link does not imply IMPACTFUL SPECIALIST SOLUTIONS's endorsement of such sites.

8.2 Any links to third party websites or pages are not subject to the control of IMPACTFUL SPECIALIST SOLUTIONS and IMPACTFUL SPECIALIST SOLUTIONS shall not in any way be held responsible or liable, either directly or indirectly, for the contents, services, use, or inability to use or access any linked third party website or any links contained in a linked third party website.

8.3 Notwithstanding the fact that IMPACTFUL SPECIALIST SOLUTIONS may refer to or provide links to third party websites, your use of such third party websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such third party websites or your reliance on any information contained thereon.

9. AVAILABILITY AND TERMINATION

9.1 We will use reasonable endeavours to maintain the availability of the IMPACTFUL SPECIALIST SOLUTIONS website except during scheduled maintenance periods, and reserve the right to discontinue providing IMPACTFUL SPECIALIST SOLUTIONS website or any part thereof without notice to you.

9.2 IMPACTFUL SPECIALIST SOLUTIONS may in its sole discretion suspend and modify the IMPACTFUL SPECIALIST SOLUTIONS website, without notice to you.

10. GENERAL PROVISIONS

10.1 These Terms and Conditions are governed by the laws in force in the Republic of South Africa.

10.2 In the event of any dispute arising between you and IMPACTFUL SPECIALIST SOLUTIONS, you consent to the jurisdiction of the High Court notwithstanding that the quantum in the action or proceedings may otherwise be beyond the monetary jurisdiction of that court. Nothing in these Terms and Conditions should be understood to prevent you or IMPACTFUL SPECIALIST SOLUTIONS from taking any dispute to any court, tribunal, commission, ombud or other body of competent jurisdiction.

10.3 IMPACTFUL SPECIALIST SOLUTIONS may legally assign any of its rights and obligations under these Terms and Conditions at any time by giving you notice.

10.4 IMPACTFUL SPECIALIST SOLUTIONS may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of IMPACTFUL SPECIALIST SOLUTIONS Website or any of its contents or your right to use IMPACTFUL SPECIALIST SOLUTIONS website or any of its contents.

10.5 You agree that you shall only use IMPACTFUL SPECIALIST SOLUTIONS Website for lawful purposes and shall not modify, distribute or exploit the contents of the website without IMPACTFUL SPECIALIST SOLUTIONS's prior written consent. You also agree that you shall not abuse or misuse the website or its contents in any manner whatsoever.

11. NOTICES

11.1 Should you have any questions please contact IMPACTFUL SPECIALIST SOLUTIONS at info@lrmg.co.za