



WEBSITE TERMS AND CONDITIONS

THE USE OF THE INTEGR8 WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS.

ACCESSING AND USING THE INTEGR8S WEBSITE OR ANY PART THEREOF IMPLIES THAT YOU ("USER") AGREE TO THE TERMS AND CONDITIONS BELOW.

For ease of reference, the breakdown of the applicable Terms and Conditions (click on any of the following headings to be transferred to the specific clause):

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1. DEFINITIONS

- 1.1 "the Integr8 website" means this website and all its pages and content, owned jointly by Integr8 and operated by Integr8 IT (Pty) Limited, located at <http://www.Integr8.co.za/> / <http://www.integr8it.co.za>
- 1.2 "Integr8" means the collective name for the Intgr8 Group of companies;
- 1.3 "Integr8 Group" means Integr8 IT (Pty) Limited, Integr8 Fax (Pty) Limited, Integr8 Rental (Pty) Limited and such other juristic person that may be added from time to time;
- 1.4 "Content" means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.5 "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.6 "Intellectual Property rights" means he rights in and to copyright (including but not limited to literary-, artistic-, musical-works, photograph, sound recording, computer programs), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets.

2. ABOUT US

Integr8 IT:. Prior to acquisition of any services we recommend that you determine which entity you are dealing with.

Company Name	Integr8 IT (Pty) Limited
Registration number	2000/016119/07
Directors	R Sussman ; L Fanaroff ;R Newton ;M Dipale
Physical Address	Click here Click here Click here
Contact details	Click here Click here Click here

3. Accessing the Integr8 website

- 3.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 3.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 3.3 Access to the Integr8 website is subject to these terms and conditions;
- 3.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 3.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

4. LICENSE AND LICENSE CONDITIONS

- 4.1 Integr8 hereby grants the User a non-exclusive, non-transferable license, subject to the conditions below, to:
 - 4.1.1 View / browse the Integr8 website;

- 4.1.2 Use content for personal and non-commercial purposes only;
- 4.1.3 Copy, download and print the content of the Integr8 website for purposes of executing - or with the intention to execute a transaction between the User and Integr8 or any of its agents
- 4.1.4 Use the software made available on the Integr8 website only for purposes of obtaining content from the Integr8 website;

4.2 LICENSE CONDITIONS:

Other than as agreed to above, you may not:-

- 4.2.1 Use the Integr8 website in any way that breaches any applicable local, national or international law or regulation.
- 4.2.2 Use the Integr8 website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 4.2.3 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards under paragraph 4.5 below.
- 4.2.4 knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.2.5 access without authority, interfere with, damage or disrupt:
 - 4.2.5.1 any part of our site;
 - 4.2.5.2 any equipment or network on which our site is stored;
 - 4.2.5.3 any software used in the provision of our site; or
 - 4.2.5.4 any equipment or network or software owned or used by any third party.
- 4.2.6 copy, adapt, redistribute or modify any part of the Integr8 website or frame, "mirror", data-mine or cache the Integr8 website or reverse engineer, copy, modify, download, distribute, decompile or create a derivative work of the software available or Content, or any part thereof without prior written permission from Integr8. For any re-use or distribution of the Content, you must make clear to others the terms and conditions applicable to the Content available from the Integr8 website;
- 4.2.7 User may not sublicense any of the content available from the Integr8 website. User must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
- 4.2.8 User may not assign, transfer or sublicense the rights pursuant to this Agreement;
- 4.2.9 User agrees to supervise all usage by minors (younger than 18 years of age) of this website under User's name or account;
- 4.2.10 In all of the aforesaid licensed rights, Integr8 must be acknowledged as the source of the material and the Integr8 contact details must be reflected accordingly;
- 4.2.11 User may not use the Integr8 website's communication facilities for purposes of unsolicited communications ("Spam") .

4.3 HYPERLINKS TO AND FROM INTEGR8 WEBSITE

- 4.3.1 This Integr8 web site may contain links to other websites operated by third parties. Integr8 does not endorse, or approve of the operators and / or owners of third party web sites, or operate or control in any respect any of the information, graphics and material on those third party web sites or guarantee that the website will be operation at all times. Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third party website;
- 4.3.2 Integr8 makes no warranties or representations:
 - 4.3.2.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party web site content or products or services available through third party web sites; or
 - 4.3.2.2 that third party web site content does not infringe the intellectual property rights of any person. Integr8 is not authorising or endorsing or otherwise condoning the reproduction of third party web site content by linking to it.
- 4.3.3 Integr8 expressly disclaims acting in any respect on behalf of third party web site operators and / or owners. Please note that third party sites may be subject to their own terms of use and privacy policies different from those of this site;
- 4.3.4 Hyperlinks to the Integr8 Web Site will be allowed, subject to the following conditions:
 - 4.3.4.1 You will be authorised to link to, but not replicate, content contained in Integr8's web site;
 - 4.3.4.2 You may not present misleading or false information about Integr8's services or products;
 - 4.3.4.3 You may not imply that Integr8 are endorsing or sponsoring your web site, or any services or products available from the web site containing the hyperlink;
 - 4.3.4.4 You may not use Integr8's logos or trademarks without prior written permission from Integr8;
 - 4.3.4.5 Your web site may not contain content that is not compliant with our content standards below;
 - 4.3.4.6 You agree that the link may be removed at any time upon Integr8's request pursuant to Integr8's reserved rights to rescind its consent to allow the link.
 - 4.3.4.7 Authorisation to link to the Integr8 Web site shall not create and/or constitute an employer/employee relationship or an agency or a partnership in any shape or form between you and Integr8 nor authorise you to incur any liability on behalf of Integr8.

4.4 INTERACTIVE SERVICES

- 4.4.1 We may from time to time provide interactive services on our site, including, without limitation Social Networking – Facebook ("*interactive services*"). Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 4.4.2 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 4.4.3 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

4.5 CONTENT STANDARDS

- 4.5.1 These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 4.5.2 Contributions must:
- 4.5.2.1 Be accurate (where they state facts).
 - 4.5.2.2 Be genuinely held (where they state opinions).
 - 4.5.2.3 Comply with applicable law in South Africa and in any country from which they are posted.
- 4.5.3 Contributions must not:-
- 4.5.3.1 contain any material which is defamatory of any person or any material which is obscene, offensive, hateful or inflammatory,
 - 4.5.3.2 promote sexually explicit material or violence,
 - 4.5.3.3 discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 4.5.3.4 Infringe any copyright, database right or trade mark of any other person.
 - 4.5.3.5 Be likely to deceive any person.
 - 4.5.3.6 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 4.5.3.7 Promote any illegal activity.
 - 4.5.3.8 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 4.5.3.9 Be likely to harass, upset, embarrasses, alarm or annoy any other person.
 - 4.5.3.10 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - 4.5.3.11 Give the impression that they emanate from us, if this is not the case.
 - 4.5.3.12 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 4.5.3.13 We aim to update the Integr8 website regularly, and may change the content at any time. If the need arises, we may suspend access to the Integr8 website, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Integr8 is the owner or the licensee of all intellectual property rights in the Integr8 website, the interactive service sites and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 'Integr8', 'Integr8 IT' (including infinity mark), 'Nerve Centre', 'IT Unplugged' and 'Preserv8' are registered trademarks of Integr8 IT (Pty) Limited and may not be used without written consent from Integr8 IT. These terms and conditions do not constitute written consent.
- 5.3 Our status (and that of any identified contributors) as the authors of material on the Integr8 website must always be acknowledged.
- 5.4 If you print off, copy or download any part of the Integr8 website in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 5.5 E-mail addresses, names, telephone numbers and fax numbers published on the Integr8 website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from Integr8 to utilise same.
- 5.6 Integr8 would be pleased to consider requests for permission to disseminate or use Integr8 content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: +27 (0) 11 555 9300 or info@Integr8.co.za.

6. ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to the User as consumer:

- 6.1 Prices of products and services:
- 6.1.1 No prices for services or products are quoted on the website, however for more information on pricing the User can go to [Contact Us](#);
 - 6.1.2 Access to Integr8 website:- free
- 6.2 **Product / Services**
- 6.2.1 The main purpose of the Integr8 website is to introduce you to the services and solutions available from Integr8;
 - 6.2.2 Services and Solutions available: [click here](#) to view same;
 - 6.2.3 Each Service available from Integr8 is subject to its own terms and conditions..

7. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 7.1 Refer to our Privacy Policy ([click here](#))

8. SECURITY

- 8.1 Although Integr8 is not obliged to provide security on the Integr8 website we feel it is important that Users information or any communication between Users and Integr8 is dealt with in the most secure manner reasonable possible, however because of the nature of the internet Integr8 cannot warrantee that the User's communications with Integr8 via the website is completely secure;

- 8.2 To provide adequate security to all Users of the website and to monitor activities prohibited under [section 86](#) of the ECT Act the User hereby agrees to Integr8 right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other Integr8 communication facility, e.g. email, Instant messaging – or fax to email application, subject to conditions as set out under the [Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002](#);
- 8.3 It is our policy to virus check documents and files before they are posted on this website. However, Integr8 cannot guarantee that documents or files downloaded from this website will be free from viruses and Integr8 do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you will not post or provide to Integr8 via this website, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via this website. You hereby indemnify Integr8, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this website or the Integr8 or its service provider's infrastructure;

9. LIMITATION OF LIABILITY

- 9.1 INTEGR8 WEBSITE AND ALL MATERIALS FOUND ON THE INTEGR8 WEBSITE OR INTERACTIVE SERVICES ARE INTENDED FOR INFORMATION PURPOSES AND PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, OR TERMS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF THE INFORMATION, SOFTWARE OR SERVICES;
- 9.2 INTEGR8 FURTHER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE INTEGR8 WEBSITE. INTEGR8 MAY MAKE CHANGES / AMENDMENTS TO THE INTEGR8 WEBSITE, THE POLICIES, INFORMATION DESCRIBED IN THE MATERIALS OR CONTENT OF THESE TERMS AND CONDITIONS, AT ANY TIME WITHOUT NOTICE. INTEGR8 RESERVE THE RIGHT TO VARY OR AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME. ANY CHANGES SHALL TAKE EFFECT UPON POSTING TO THIS WEBSITE. INTEGR8 MAKES NO COMMITMENT TO UPDATE THE MATERIALS AND MAY DISCONTINUE ANY PART OF THE INTEGR8 WEBSITE OR SERVICES OR CERTAIN SOFTWARE OR VERSION OF CERTAIN SOFTWARE FOR THE UTILISATION OF THE INTEGR8 WEBSITE;
- 9.3 INTEGR8 AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, EXPENSES OR LOSSES WHATSOEVER, INCLUDING LOSS OF PROFITS OR DATA, ANY DELAYS, WHETHER IN AN ACTION IN CONTRACT OR DELICT, ARISING OUT OF THE USE OR INABILITY TO USE THE INTEGR8 WEBSITE OR PERFORMANCE OF THE INTEGR8 WEBSITE OR NON-PERFORMANCE OF THE INTEGR8 WEBSITE, I.E. INTEGR8 WEBSITE NOT AVAILABLE AS A RESULT OF 3RD PARTY SERVICE PROVIDERS, MAINTENANCE, ENHANCEMENTS, EVENTS OUTSIDE THE CONTROL OF INTEGR8 OR *FORCE MAJEURE* EVENTS, EVEN IF INTEGR8 HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. AGREEMENT AND ECOMMUNICATIONS

10.1 Formation and validity of this Integr8 website agreement

You agree that:

- 10.1.1 You are at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein;
- 10.1.2 all information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement (see [section 11\(3\)](#) of the ECT Act);

10.2 Time and Place of communication, dispatch and receipt

- 10.2.1 [Data Messages](#) (as per the ECT Act) sent from Integr8 to you have been sent from Integr8's place of business;
- 10.2.2 Data Messages sent from Integr8 to you are deemed to be received by you when complete message are outside the control of Integr8 (left the system of Integr8);
- 10.2.3 Data Messages from you to Integr8 are deemed to be received by Integr8 only when Integr8 respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Integr8 that it does give legal effect to the Message;

10.3 Expression of intent

- 10.3.1 You acknowledge that all agreements, authorization or request under this agreement satisfies the "*writing*" requirement as per [section 12](#) of the ECT Act;
- 10.3.2 For purposes of Electronic Communications between User and Integr8 no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates your intent to be a party to this agreement;

10.4 Attribution of data messages to originator

- 10.4.1 You agree and warrant that the data message sent, from any computer or device that is owned by you or your employer or programmed by you or on your behalf, to Integr8 was sent by you or a person that had authority to act on your behalf in respect of the data message.

11. REFUND / CANCELLATION POLICY

- 11.1 There are no deliverables in terms of services or products available from the Integr8 website, except the information as requested by the User by browsing the Integr8 website. Therefore, section 44 of the ECT Act does not apply (no-cooling off period).

12. SUSPENSION & TERMINATION

- 12.1** We will determine, in our discretion, whether there has been a breach of these terms and conditions through your use of the Integr8 website. When a breach has occurred, we may take such action as we deem appropriate.
- 12.2** Failure to comply with these terms and conditions constitutes a material breach, and may result in our taking all or any of the following actions:
- 12.2.1 Immediate, temporary or permanent withdrawal of your right to use the Integr8 website.
 - 12.2.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to the Integr8 website.
 - 12.2.3 Issue of a warning to you.
 - 12.2.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 12.2.5 Further legal action against you.
 - 12.2.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 12.3** We exclude liability for actions taken in response to breaches of these terms and conditions. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

13. BREACH

- 13.1** If the User is in breach of the terms and conditions of this website, Integr8 reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
- 13.1.1 order for specific performance and damages; or
 - 13.1.2 terminate this Agreement and claim damages; or
 - 13.1.3 Institute criminal procedures where applicable and necessary;
- 13.2** All costs, charges and expenses of whatsoever nature which may be incurred by Integr8 in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

14. GENERAL AND MISCELLANEOUS

14.1 Sole record of agreement

These Terms and Conditions constitutes the sole record of the agreement between the User and Integr8 with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

14.2 Changes to the terms and conditions

We may revise these terms and conditions at any time by amending these pages. You are expected to check these pages from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained herein may also be superseded by provisions or notices published elsewhere on the Integr8 website.

14.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

14.4 Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

14.5 Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause :

- 14.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- 14.5.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

15. APPLICABLE AND GOVERNING LAW

This Agreement and any matters arising there from or incidental thereto shall be governed by and dealt with in accordance with the laws of the Republic of South Africa. You hereby agree to the exclusive jurisdiction of the South Gauteng High Court (Johannesburg).

We recommend you print out a copy of these terms and conditions for your future reference.