

## INFINITI INSURANCE LIMITED WEBSITE LEGAL NOTICE

### (Infiniti)

Please read the following Infiniti Insurance Limited Website Legal Notice carefully because it contains the terms and conditions, under which you can use the website, Web pages or any part thereof (located at [www.infinitiafrica.com](http://www.infinitiafrica.com)) (the "Website") as well as other important legal notices applicable to the end user accessing the Website ("You"). You will be subject to the Website Legal Notice in force at the time that you use the Website. To avoid doubt, the Website Legal Notice available on the Website at the time of each of your Website usage sessions will govern that session. The website is owned by Infiniti Insurance Limited.

Enquiries: [info@infinitiafrica.com](mailto:info@infinitiafrica.com)

Telephone: +27 (0)11 718 1200

## **WEBSITE TERMS AND CONDITIONS OF USE**

The fact that you use the online services contained on the website means that you have accepted the terms and conditions of usage below and you are obliged to comply with them. Infiniti may amend these terms and conditions of usage at any time by posting the amended terms and conditions on the website. All amended terms will automatically become effective immediately after they are posted on the website and any subsequent site will be governed by the amended terms.

This agreement was last revised on 1 December 2016.

## **LIMITATION OF LIABILITY**

You understand, acknowledge and agree that usage of the website and reliance on the website content is at the discretion and risk of the user. Infiniti, in its discretion, reserves the right at any time to change or discontinue any aspect or feature of the website, including, but not only content, hours of availability and equipment needed to access or use the website. Infiniti will attempt to maintain the availability and accessibility of the website but takes no responsibility for, and will not be liable for, the website being temporarily unavailable or inaccessible for reasons beyond the control of Infiniti Insurance Limited.

### **1. Enforceability**

These terms and conditions apply to the fullest extent permissible by law. If any provision of these terms or conditions is unlawful, void or unenforceable, that provision only will be affected and it will not affect the validity or enforceability of the remaining provisions or conditions.

### **2. Usage and indemnification of Infiniti**

The website is for your personal use only. You may not authorise others to use the website, and you are responsible for all use of the website by you. The website is not intended for persons under the age of 18, and Infiniti does not knowingly collect personally identifiable information from users under the age of 18.

You agree to defend, indemnify and hold Infiniti, its officers, directors, members, employees, agents, licensors, and suppliers harmless from and against any claims, damages, actions, losses and/or liabilities including, but not only, loss of profits, direct, indirect, incidental, special, consequential or punitive damages, and any reasonable legal and/or accounting fees, resulting from the access to, use of, or browsing of this website, the downloading of any materials, data, text, images, video or audio from this website, and/or any viruses, bugs, software or program malfunctions, errors, failures, delays in computer transmissions or network connections as a result of you using the website or any information accessed on the website.

### **3. No warranty**

The website has not been tailored to your specific requirements and is provided to the public as a whole. The information on the website is provided by Infiniti and/or its partners, affiliates, members, suppliers or agents without warranty of any kind, either expressed or implied, including but not only any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non-infringement of third party rights and/or freedom from errors or inaccuracies. Infiniti takes all reasonable care to ensure that all material and information on the website is correct and accurate but cannot represent or guarantee the correctness or accuracy. Infiniti Insurance makes no warranties or representations as to the accuracy of the content, information, and materials contained in this website which is provided to you as it is and as available.

### **4. Unauthorised use by you**

You are permitted to use the website for legitimate personal purposes only. Unauthorised use of the website includes, but is not limited to, posting or transmission of data that violates or infringes in any way this Legal Notice or the rights of Infiniti or any third parties, uses that are unlawful, defamatory or otherwise objectionable or offensive in the sole opinion of Infiniti or that constitute advertising of goods or services without written approval of Infiniti. Unauthorised use of this website may result in Infiniti instituting a claim for damages against you and/or you may be found guilty of a statutory and /or criminal offence and/or be liable for civil damages.

The caching of the website will only be allowed if

- the purpose of the caching is to make the onward transmission of the content from the website more efficient.
- the cached content is not modified in any manner whatsoever.
- the cached content is updated at least every 12 hours.
- the cached content is removed or updated when Infiniti requests that this be done.

### **5. Third party website and other Infiniti website links**

Infiniti may include or provide links to third party websites or other websites owned and run by Infiniti or associated companies on the internet. Such websites may provide opinions, recommendations or other information and services from various individuals, sponsors, organisations or companies. In providing such links, Infiniti does not investigate the content of such information or services and does not endorse, guarantee, warrant, or recommend the accuracy and/or legality of such information, or necessarily subscribe to any opinions or recommendations on these websites. These links are provided only for your convenience and your use of the linked website is governed by the usage terms applicable to that website.

## **6. Use of Infiniti's forums, and other social media communication platforms**

You may participate in discussions, contribute content to a discussion forum or blog or other social media communication platforms associated with this website. You agree that the liability for such content rests with you. Infiniti does not control, monitor or enforce editorial control over any such content. Infiniti does, however, retain the right, but not the obligation, to remove any material from any forums, blogs or social media platforms that it deems to be inappropriate, illegal, of an infringing nature or is the subject of a complaint.

- 6.1 You license Infiniti to publish, use, sub-license, distribute, amend, update and store material posted to the forum, blog or other social media communication platform.
- 6.2 Infiniti will not be liable for any damage, loss, liability and/or harm incurred by any person or to you or any third party resulting from your posting on such platforms.
- 6.3 Infiniti does not necessarily endorse, encourage or agree with comments, opinions, or statements posted on such platforms. Any content posted, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of Infiniti.
- 6.4 You waive all moral rights that may attach to material posted on such platforms.

## **7. Use of your personal information**

You acknowledge that, by posting information on any forum noted in 6. above, you may be providing Infiniti with personal information, which may be protected by data protection legislation, including inter alia, the Protection of Personal Information Act, 2013 ("POPI").

Infiniti will take all reasonable steps to protect such personal information.

You authorise Infiniti to

- (i) process (as contemplated in terms of POPI) all such personal information, for the following purposes:
  - (a) To communicate requested information to you.
  - (b) To provide you with insurance services.
  - (c) The verification of the information provided against any source of database.
  - (d) The compilation non-personal statistical information about you.
- (ii) transmit any such personal information to any affiliate, subsidiary or supplier in furtherance of the company's legitimate interests including statistical analysis, re-insurance and credit control.
- (iii) transmit any such personal information to any third party service provider, that may from time to time be appointed by Infiniti, in furtherance of Infiniti's legitimate interests and as necessary for our performance in terms of the policy.

## **8. Applicable law, domicilium, jurisdiction and arbitration**

The website is hosted, controlled and operated from the Republic of South Africa and this agreement shall be governed by and be interpreted in accordance with the laws of the Republic of South Africa.

In the event of any legal dispute or action being brought in connection with this agreement or website, it is agreed that such action will be in Johannesburg, South Africa and each party hereby consents to the jurisdiction of such courts.

Without any restriction on your rights to pursue legal recourse in the forum of your choice, you agree that any dispute regarding this agreement that cannot be resolved amicably, shall, first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to court and such arbitration will be conducted in English in Johannesburg.

Infiniti confirms the domicilium citandi et executandi for all purposes associated with the Infiniti website, transactions pertaining to the website, including the giving of any notice, the payment of any sum, the serving of any process, as follows: Any notice by any party to Infiniti which is transmitted by electronic mail to Infiniti at the Infiniti electronic mail addresses will be presumed, until the contrary is proven by Infiniti, to have been received by Infiniti on the date of successful and complete transmission thereof. Infiniti does not receive legal notice or accept the serving of documents attached to legal processes on the Company and/or Trustees by electronic mail. Such legal process will only be accepted via delivery of our physical address being: Infiniti Insurance Limited, Block F, Upper Grayston Office Park, 152 Ann Crescent, Strathavon.

## **9. Intellectual property**

This website constitutes software and content that is the intellectual property of Infiniti and/or various third parties and subject to the intellectual property laws of the Republic of South Africa. Further and to the extent that Infiniti does not own specific content, or such content falls within the public domain, Infiniti may hold copyright in the selection, coordination, arrangement and enhancement of the information on the website. No rights and/or license to Infiniti's intellectual property or the intellectual property of third parties have been granted to you, unless specifically granted to you by Infiniti in writing. The software and content may not be used in violation of the intellectual property rights of Infiniti and/or any third parties as applicable.

Without limitation on the prohibitions placed on you, you expressly agree not to

- exploit, reproduce, distribute, transmit, display, publish or broadcast commercially any website content without the prior written approval of Infiniti or in the case of third party content, the owner of that content.

- Claim or convey ownership of website content either in its entirety or otherwise.
- Modify the website content for the purposes of reposting to other websites.
- Alter or remove any trademark, copyright or other notice from the website content; including proprietary notices contained in any content.
- Copy or otherwise incorporate website content or software into or store in any other website, electronic retrieval system, publication or other work in any form.
- Frame the website or any part of the website.

**10. Unsolicited commercial communications**

You agree not to collect or use any personal information listed on the website, for the purposes of transmitting and/or in any manner facilitating the transmission of unsolicited commercial communications.

**11. Software and equipment**

It is your responsibility to acquire and maintain, at your own expense, the necessary computer hardware, software, communication lines and internet access accounts required to access the internet and the website or download content from the website.

**INFINITI INFORMATION AND WEBSITE COMPLIANCE**

A table containing further information about Infiniti and represents the information that must be provided by Infiniti to you in compliance with (Section 43 of the South African Electronic Communications and Transactions Act.) may be requested. You are advised to regularly check the website legal notice for any amendments or updates.

**Enquiries regarding the Website can be made to Infiniti Insurance Limited:**

**Telephone:** +27 (0)11 718 1200 **Email:** [info@infinitiafrica.com](mailto:info@infinitiafrica.com)