

# **INANI ACTUARIES ("THE COMPANY") WEBSITE AND WHATSAPP FOR BUSINESS**

## **TERMS OF SERVICE**

**THESE TERMS OF SERVICE ("TERMS") ARE EFFECTIVE AS OF: 9 JUNE 2023 "EFFECTIVE DATE"**

**THESE TERMS ARE TO BE READ AS IF SPECIFICALLY INCORPORATING THE PRIVACY POLICY, POPIA AND PAIA MANUALS AVAILABLE AT: [www.inaniactuaries.co.za](http://www.inaniactuaries.co.za)**

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE AND USING WHATSAPP FOR BUSINESS. YOUR CONTINUED USE OF THE WEBSITE AND WHATSAPP FOR BUSINESS WHETHER AS A USER (WHICH INCORPORATES A BROWSER) ("A USER", "YOU" OR "YOUR") INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS AND PRIVACY POLICY. YOU CANNOT USE THIS WEBSITE AND WHATSAPP FOR BUSINESS IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO YOU UNLESS THE SECTION EXPRESSLY STATES OTHERWISE. THESE TERMS SHALL OPERATE IN ADDITION TO ANY OTHER MORE SPECIFIC TERMS THAT MIGHT APPLY TO A USER. IF THERE EXISTS A CONFLICT BETWEEN THESE TERMS AND THE MORE SPECIFIC TERMS APPLICABLE TO A USER, THE MORE SPECIFIC TERMS SHALL PREVAIL TO THE EXTENT OF SUCH INCONSISTENCY.

### **1. Introduction**

- 1.1. These Terms will apply fully and affect a User's use of the WEBSITE ([www.inaniactuaries.co.za](http://www.inaniactuaries.co.za)) AND WHATSAPP FOR BUSINESS ("the WEBSITE AND WHATSAPP FOR BUSINESS"). By using this WEBSITE AND WHATSAPP FOR BUSINESS, a User agrees to accept the Terms contained herein in full.
- 1.2. Should a User not agree to the Terms contained herein, a User must immediately desist from using this WEBSITE AND WHATSAPP FOR BUSINESS.
- 1.3. Minors are not allowed to use this WEBSITE AND WHATSAPP FOR BUSINESS.

## 2. Intellectual Property Rights

- 2.1. The Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this WEBSITE AND WHATSAPP FOR BUSINESS.
- 2.2. A User is granted a limited license only for purposes of utilising this WEBSITE AND WHATSAPP FOR BUSINESS.

## 3. Material Terms

- 3.1. Digital Service: The Company uses the following digital platforms exclusively with which to conduct its business and communicate to the User:
  - 3.1.1. The WEBSITE: this is the primary means of interacting with the User. It is the platform upon which all payments are initiated and made, and all work uploaded by the Company for the purposes of User download. Work is expressly not delivered via email, and should on any occasion work be delivered by email, any such concession or indulgence that may at any time be granted by the Company, shall not be deemed to be a waiver or estoppel, or affect, prejudice or derogate from these terms.
  - 3.1.2. WHATSAPP FOR BUSINESS: any communication that does not happen via the WEBSITE is conducted via the Company's WHATSAPP FOR BUSINESS account.
- 3.2. Email Communication: The Company uses email on outgoing basis only (i.e. the Company does not accept any incoming emails) by the using a [no-reply@inaniactuaries.co.za](mailto:reply@inaniactuaries.co.za) that is an unmonitored email box and used only for the purposes of:
  - 3.2.1. marketing
  - 3.2.2. providing details for EFT payments
  - 3.2.3. various automated notifications
- 3.3. Payment Terms:
  - 3.3.1. upfront before any service is rendered;



- 3.3.2.payment is either via Payfast or EFT;
- 3.3.3.if via EFT, the proof of payment must be uploaded to the WEBSITE;
- 3.3.4.no refunds unless expressly agreed to in writing by Company.

#### 3.4. Terms of Service:

3.4.1.The result of all the Company's work relies entirely on accurate and complete information having been provided by the User, and by using this WEBSITE AND WHATSAPP FOR BUSINESS the User guarantees the accuracy and completion of that information provided. This means that should the User be unhappy with the results of any work based on the information provided by the User, the Company has no obligation to provide a refund or to amend the results free of charge.

3.4.2.Turnaround time for reports and affidavits from date of payment received: 5 business days. No urgent reports or affidavits are provided.

3.4.3.All reports and affidavits are delivered via the WEBSITE for the User to download. No reports will be emailed.

3.5. No concession or indulgence that may at any time be granted by the Company, whether in respect of payment or delivery of work, shall be deemed to be a waiver or estoppel, or affect, prejudice or derogate from the rights of the Company under these terms.

## 4. Restrictions

4.1. A User may not:

4.1.1. publish or mirror any of this WEBSITE AND WHATSAPP FOR BUSINESS's material in any media whatsoever;

4.1.2. use this WEBSITE AND WHATSAPP FOR BUSINESS for any objectionable or unlawful purpose, including the posting of any threatening, libellous,



defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;

- 4.1.3. take any action that may impose an unreasonable or disproportionately large load on this WEBSITE AND WHATSAPP FOR BUSINESS's infrastructure of any nature;
- 4.1.4. use this WEBSITE AND WHATSAPP FOR BUSINESS in any manner would result in a User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;
- 4.1.5. conduct any activity which compromises or breaches any third-party's patent rights, trademark, copyright or other intellectual property rights;
- 4.1.6. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment of the Company or affect the performance of this WEBSITE AND WHATSAPP FOR BUSINESS;
- 4.1.7. engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this WEBSITE AND WHATSAPP FOR BUSINESS;
- 4.1.8. use this WEBSITE AND WHATSAPP FOR BUSINESS contrary to applicable laws and regulations, or in any way may cause harm to the WEBSITE AND WHATSAPP FOR BUSINESS, or to any person or business entity;
- 4.1.9. crawl, spider or scrape the content of the WEBSITE AND WHATSAPP FOR BUSINESS or



4.1.10. provide unauthorised interfaces to the WEBSITE AND WHATSAPP FOR BUSINESS.

4.2. Certain areas of this WEBSITE AND WHATSAPP FOR BUSINESS are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this WEBSITE AND WHATSAPP FOR BUSINESS, at any time, in its absolute discretion. Any user ID and password a User may have for this WEBSITE AND WHATSAPP FOR BUSINESS are confidential and a User must maintain confidentiality as well.

## **5. A User's Content**

5.1. In these Terms, "a User's Content" shall mean any audio, video text, images or other material a User may choose to display on this WEBSITE AND WHATSAPP FOR BUSINESS, if applicable.

5.2. A User's Content must be a User's own and must not be invading any third-party's rights. The Company reserves the right to remove any of a User's Content from this WEBSITE AND WHATSAPP FOR BUSINESS at any time without notice.

## **6. Personal Information**

6.1. The Company will not disclose or make available to any third party, directly or indirectly, any of a User's personal information, except where the Company has such a User's permission, where the personal information is already in the public domain (through no breach of these Terms), or if legally compelled to do so.

## **7. Links to other WEBSITE AND WHATSAPP FOR BUSINESSs**

- 7.1. This WEBSITE AND WHATSAPP FOR BUSINESS may contain links or portals to other WEBSITE AND WHATSAPP FOR BUSINESSs. The Company has no control over WEBSITE AND WHATSAPP FOR BUSINESSs operated by third parties and a User agrees that the Company is not responsible for and will have no liability in connection with a User's access to or use of any third-party WEBSITE AND WHATSAPP FOR BUSINESS.

## **8. No Warranties**

- 8.1. This WEBSITE AND WHATSAPP FOR BUSINESS is provided "as is," with all faults, and the Company express no representations or warranties, of any kind related to this WEBSITE AND WHATSAPP FOR BUSINESS or the materials contained on this WEBSITE AND WHATSAPP FOR BUSINESS.
- 8.2. The Company cannot guarantee or warrant that any file downloaded from this WEBSITE AND WHATSAPP FOR BUSINESS or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

## **9. Limitation of Liability and Indemnification**

- 9.1. In no event shall the Company, or any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with a User's use of this WEBSITE AND WHATSAPP FOR BUSINESS whether or not such liability is under contract, delict or otherwise.
- 9.2. A User indemnifies the Company and agrees to keep the Company indemnified, from and against any claim, loss, damage, cost or expense that the Company



may suffer or incur as a result of or in connection with a User's improper use of or conduct in connection with this WEBSITE AND WHATSAPP FOR BUSINESS, including any breach by a User of these terms or any applicable law or licensing requirements.

9.3. To the extent that the Company's liability cannot be excluded by law, the Company's maximum liability, whether in contract, equity, statute or tort (including negligence), to a User will be limited to the minimum amount imposed by such law.

9.4. Notwithstanding anything to the contrary in these Terms, in no circumstances will the Company be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to interruption of this WEBSITE AND WHATSAPP FOR BUSINESS of any type, whether in delict, contract or otherwise.

## **10. Severability**

10.1. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **11. Variation of Terms**

11.1. To the extent permitted by law, the Company is permitted to revise these Terms at any time as it sees fit, without prior notice to Users, and any revisions to the Terms will take effect when posted on this WEBSITE AND WHATSAPP FOR BUSINESS, unless a later date is stated in the revised Terms. A User's continued use of this WEBSITE AND WHATSAPP FOR BUSINESS will be construed as a User's consent to the amended or updated Terms, and will be conditional upon



the Terms in force at the time of use. A User's only remedy, should such User not agree to these amended Terms, is to stop the use of this WEBSITE AND WHATSAPP FOR BUSINESS.

## **12. Assignment**

- 12.1. The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, a User is not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms.

## **13. Entire Agreement**

- 13.1. These Terms constitute the entire agreement between the Company and a User in relation to a User's use of this WEBSITE AND WHATSAPP FOR BUSINESS (unless a more specific agreement has been entered into in this regard).

## **14. Governing Law & Jurisdiction**

- 14.1. These Terms will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

## **15. Domicilium Citandi Et Executandi and Contact Information**

- 15.1. A User and the Company choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:



15.1.1. The Company:  
7 RIVERSIDE ROAD  
PINELANDS  
PINELANDS  
WESTERN CAPE  
7405

15.1.2. User: The address as provided when registering on this WEBSITE, or if no registration is applicable on the WEBSITE, as nominated by the User.

15.2. Both a User and the Company may change its domicile to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of domicile.

15.3. All notices to be given in terms of these Terms will:

15.3.1. be given in writing;

15.3.2. be delivered or sent by email; and

15.3.3. be presumed to have been received on the date of delivery.

15.4. Notwithstanding the above, any notice actually received by the other will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

